

**KOLEKTIVNI UGOVOR
ZA RADNIKE GAMECHUCK D.O.O.
IZ ZAGREBA**

**COLLECTIVE AGREEMENT
FOR WORKERS OF GAMECHUCK D.O.O.
FROM ZAGREB**

Zagreb, _____g.

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Hrvatski	English
<p>Gamechuck d.o.o. iz Zagreba, Avenija Dubrovnik 15 zastupan po direktoru Aleksandru Gavriloviću (u daljnjem tekstu: poslodavac)</p> <p>i</p> <p>Novi sindikat, Zagreb, Park Stara Trešnjevka 2, zastupan po predsjedniku Mariu Ivekoviću (u daljnjem tekstu: sindikat),zajedno u tekstu: ugovorne strane,</p> <p>zaključili su u Zagrebu,</p> <p>dana _____ 2022.g.</p>	<p>Gamechuck doo from Zagreb, Avenija Dubrovnik 15 represented by the director Aleksandar Gavrilović (hereinafter: the employer)</p> <p>and</p> <p>New Trade Union, Zagreb, Stara Trešnjevka Park 2, represented by President Mario Iveković (hereinafter: the trade union), together in the text: the contracting parties,</p> <p>concluded in Zagreb,</p> <p>on _____ 2022.g.</p>
<p>KOLEKTIVNI UGOVOR ZA RADNIKE TVRTKE GAMECHUCK D.O.O.</p>	<p>COLLECTIVE AGREEMENT FOR EMPLOYEES OF GAMECHUCK DOO</p>
<p>I. TEMELJNE ODREDBE</p> <p>Članak 1.</p> <p>(1) Ovim Kolektivnim ugovorom stranke potpisnice ugovora uređuju međusobna prava i obveze, te određena pravila i pitanja iz radnih odnosa i u vezi s radnim odnosom radnika u tvrtci Gamechuck d.o.o. iz Zagreba, članova Novog sindikata, (dalje u tekstu pod pojmom: radnik).</p> <p>(2) Ovim Kolektivnim ugovorom stranke ugovora utvrđuju određena minimalna prava i obveze poslodavca i radnika, a koja nisu utvrđena zakonom, drugim propisima ili aktima poslodavca.</p>	<p>I. BASIC PROVISIONS</p> <p>Article 1.</p> <p>(1) This Collective Agreement regulates mutual rights and obligations, as well as certain rules and issues arising from labor relations and in connection with the employment of workers in the company Gamechuck doo from Zagreb, members of the New Trade Union, (hereinafter: the worker).</p> <p>(2) By this Collective Agreement, the parties to the agreement determine certain minimum rights and obligations of the employer and the employee, which are not determined by law, other regulations or acts of the employer.</p>

<p>Članak 2.</p> <p>(1) Ovaj Kolektivni ugovor obvezuje članice ugovornih strana, te sve pravne osobe koje pristupe Kolektivnom ugovoru.</p> <p>(2) Zaključujući ovaj Kolektivni ugovor, ugovorne strane se obvezuju u dobroj vjeri poštivati njegove odredbe.</p>	<p>Article 2</p> <p>(1) This Collective Agreement is binding on the members of the contracting parties and all legal entities that accede to the Collective Agreement.</p> <p>(2) By concluding this Collective Agreement, the contracting parties undertake to respect its provisions in good faith.</p>
<p>II. TERITORIJALNO VAŽENJE</p> <p>Članak 3.</p> <p>(1) Ovaj Kolektivni ugovor važeći je na teritoriju Republike Hrvatske, na kojem poslodavac obavlja svoje poslovanje.</p>	<p>II. TERRITORIAL VALIDITY</p> <p>Article 3</p> <p>(1) This Collective Agreement is valid on the territory of the Republic of Croatia, where the employer conducts its business.</p>
<p>III. STRUKOVNO VAŽENJE</p> <p>Članak 4.</p> <p>(1) Ovaj Kolektivni ugovor važi za sve djelatnosti koje obavlja poslodavac i za sve struke i poslove koji se obavljaju u okviru predmeta poslovanja poslodavca.</p>	<p>III. PROFESSIONAL VALIDITY</p> <p>Article 4</p> <p>(1) This Collective Agreement is valid for all activities performed by the employer and for all professions and activities performed within the subject of the employer's business.</p>
<p>IV. VAŽENJE S OBZIROM NA OSOBE</p> <p>Članak 5.</p> <p>(1) Ovaj Kolektivni ugovor obvezuje ugovorne strane te sve radnike kod poslodavca koji su u trenutku sklapanja ugovora bili ili su naknadno postali članovi sindikata, neovisno o tome jesu li ugovorom o radu zasnovali radni odnos na određeno ili neodređeno radno vrijeme, s punim ili nepunim radnim vremenom.</p> <p>(2) Odredbe ovog Kolektivnog ugovora primjenjuju se neposredno.</p>	<p>IV. VALIDITY WITH REGARD TO PERSONS</p> <p>Article 5</p> <p>(1) This Collective Agreement binds the contracting parties and all employees of the employer who at the time of concluding the contract were or subsequently became trade union members, regardless of whether they entered into a fixed-term or permanent employment contract, full or part-time. working hours.</p>

<p>(3) Poslodavac je ovlašten proširiti primjenu pojedinih odredbi ili cjeline ovog kolektivnog ugovora i na radnike koji nisu članovi sindikata.</p> <p>(4) Sindikat ima pravo uvida u ugovore poslodavca s pravnim osobama, koje pružaju poslodavcu usluge rada, te ugovore o djelu s vanjskim suradnicima, isključivo u svrhu provjere prikrivenog zapošljavanja.</p> <p>(5) Ako su uvjeti rada kod pravnih osoba i vanjskih suradnika koji pružaju poslodavcu višemjesečne usluge rada u Republici Hrvatskoj, značajno nepovoljniji u bilo kojem elementu, nego kod poslodavca, poslodavac će uvjetovati njihovo pristupanje ovom kolektivnom ugovoru radi korektnog odnosa među svim sudionicima u procesu rada.</p> <p>(6) Ovaj se Kolektivni ugovor ne odnosi na radnike s posebnim ovlastima čija se prava i obveze uređuju posebnim ugovorom.</p>	<p>(2) The provisions of this Collective Agreement shall apply directly.</p> <p>(3) The employer is authorized to extend the application of certain provisions or the entirety of this collective agreement to workers who are not members of the trade union.</p> <p>Work with external collaborators</p> <p>(4) The trade union has the right to inspect the employer's contracts with legal entities, which provide labor services to the employer, and employment contracts with external associates, for the purpose of checking for hidden employment.</p> <p>(5) If the working conditions of external associates and legal entities based in Croatia providing employment services for a period of over one month are significantly less favorable than those of the employer, the employer shall condition their accession to this collective agreement for the sake of a fair relationship among all participants in the work process.</p> <p>(6) This Collective Agreement does not apply to workers with special powers whose rights and obligations are regulated by a special agreement.</p>
<p>V. SKLAPANJE UGOVORA O RADU</p> <p>Članak 6.</p> <p>(1) Radni odnos se zasniva ugovorom o radu na neodređeno vrijeme.</p> <p>(2) Ugovor o radu može se sklopiti na određeno vrijeme, a u slučaju produljenja roka za završetak posla, poslodavac s radnikom potpisuje aneks ugovora o radu na određeno</p>	<p>V. CONCLUSION OF EMPLOYMENT CONTRACTS</p> <p>Article 6</p> <p>(1) Employment is established by an employment contract for an indefinite period of time.</p> <p>(2) An employment contract may be concluded for a definite period of time, and in the event of an extension of the deadline for completion of work, the employer shall sign an annex to the</p>

<p>vrijeme, s nadopunjenim rokovima za izvršenje posla.</p> <p>(3) Ugovor o radu može se iznimno sklopiti na određeno vrijeme, u slučaju da poslodavac treba radnika radi dovršetka određenog projekta u unaprijed utvrđenom roku, trenutno povećanog obujma posla, zamjenu za radnika na godišnjem odmoru, bolovanju, porodiljnom ili roditeljskom dopustu te drugog objektivnog razloga za koji je prethodnu suglasnost ishodio sa sindikatom, koji je opravdan rokom, izvršenjem određenog posla ili nastupanjem određenog događaja.</p> <p>(4) Ugovor o radu i aneks ugovora o radu na određeno vrijeme ne smiju u ukupnom trajanju trajati duže od dvije godine.</p> <p>(5) Iznimno od stavka 5. ovoga članka, ugovor i aneks ugovora o radu na određeno vrijeme može trajati duže od dvije godine, samo ako je to potrebno zbog zamjene privremeno nenazočnog radnika ili zbog nekog drugog objektivnog razloga koji je prethodno usuglašen sa sindikatom.</p> <p>(6) Poslodavac je radniku koji je zaposlen na određeno vrijeme dužan ponuditi ugovor na neodređeno vrijeme ako je taj radnik bio zaposlen kod poslodavca na određeno vrijeme 24 mjeseca unutar posljednje tri godine. Ako radnik ne prihvati poslodavčevu ponudu u roku od 15 dana, smatra se da je ugovor odbio.</p> <p>(7) Sindikat ima pravo uvida u ugovore i anekse ugovora na određeno vrijeme između poslodavca i pojedinog radnika ako ima osnovanu sumnju da poslodavac zloupotrebljava ugovore na određeno vrijeme, te u tom slučaju ponuditi pravnu pomoć članu sindikata i pokrenuti potrebne pravne postupke za nadzor poslodavca.</p> <p>(8) Ugovor o radu sklapa se u pisanom obliku prije zasnivanja radnog odnosa. Radnik je dužan</p>	<p>fixed-term employment contract with supplemented deadlines for work.</p> <p>(3) An employment contract may exceptionally be concluded for a definite period of time, in case the employer needs a worker to complete a certain project within a predetermined period, currently increased workload, replacement for a worker on vacation, sick leave, maternity or parental leave and other objective the reason for which he obtained the prior consent of the trade union, which is justified by the deadline, the execution of a certain job or the occurrence of a certain event.</p> <p>(4) The employment contract and the annex to the fixed-term employment contract may not last longer than two years in total.</p> <p>(5) As an exception to paragraph 5 of this Article, a fixed-term contract and annex to a fixed-term employment contract may last longer than two years, only if necessary for the replacement of a temporarily absent worker or for some other objective reason previously agreed upon with the union.</p> <p>(6) The employer is obliged to offer a fixed-term employee a contract for an indefinite period if that employee has been employed by the employer for a fixed period of 24 months within the last three years. If the employee does not accept the employer's offer within 15 days, the contract is considered rejected.</p> <p>(7) The trade union has the right to inspect contracts and annexes to fixed-term contracts between the employer and an individual worker if it has a reasonable suspicion that the employer is abusing fixed-term contracts, and in that case offer legal assistance to union members and initiate necessary legal proceedings.</p> <p>(8) The employment contract shall be concluded in writing before the employment is</p>
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<p>obavljati poslove za koje je s poslodavcem sklopio ugovor o radu.</p> <p>(9) Osim načina, oblika i bitnih uglavaka propisanih zakonom, ugovor o radu mora sadržavati:</p> <ul style="list-style-type: none"> - koeficijent složenosti poslova koje će obavljati radnik, - odredbe o osnovnoj plaći, dodacima na plaću i razdobljima isplate primanja na koje radnik ima pravo - detaljan opis poslova radnog mjesta - odredbe o očekivanom trajanju ugovora u slučaju sklapanja ugovora o radu na određeno vrijeme <p>(10) U trenutku kad radnik počne raditi kod poslodavca, poslodavac od radnika ne smije zatražiti podatke koji nisu u neposrednoj vezi s radnim odnosom O promjenama dužan je obavijestiti svoje nadređene.</p> <p>(11) Osobni podaci radnika smiju se prikupljati, obrađivati, koristiti i dostavljati trećim osobama u skladu s Uredbom EU 2016/679 Europskog parlamenta i Vijeća od 27.04.2016 o zaštiti pojedinaca u vezi s obradom osobnih podataka i slobodnom kretanju takvih podataka, te Zakonom o provedbi Opće Uredbe o zaštiti podataka NN 42/18</p> <p>(12) Radnik je dužan po promjeni podataka iz ovog članka obavijestiti ovlaštenu osobu poslodavca.</p> <p>(13) Prikupljanje, obradu, korištenje i dostavljanje podataka iz ovog članka trećim osobama obavlja ovlaštena osoba poslodavca.</p>	<p>established. The employee is obliged to perform tasks for which he has concluded an employment contract with the employer.</p> <p>(9) In addition to the manner, form and essential provisions prescribed by law, the employment contract must contain:</p> <ul style="list-style-type: none"> - coefficient of complexity of jobs to be performed by the worker, - provisions on basic salary, salary supplements and periods of payment of benefits to which the worker is entitled - detailed job description - provisions on the expected duration of the contract in the case of concluding a fixed-term employment contract <p>(10) At the moment when the employee starts working for the employer, the employer may not request information from the employee that is not directly related to the employment relationship. He is obliged to inform his superiors about the changes.</p> <p>(11) Personal data of employees may be collected, processed, used and transmitted to third parties in accordance with EU Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and free movement of such data. on the implementation of the General Regulation on Data Protection OG 42/18</p> <p>(12) The employee is obliged to inform the employer-authorized personnel after a change in the data referred to in this Article.</p> <p>(13) The collection, processing, use and delivery of data referred to in this Article to third parties shall be performed by employer-authorized personnel.</p>
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<p>VI. PLAN IZVRŠENJA OBVEZA</p> <p>Članak 7.</p> <p>(1) Odgovornost je poslodavca da napravi Plan izvršenja obveza, koji je na snazi unutar financijske godine. Plan treba pregledavati i prema potrebi osvježavati kvartalno, odnosno svaka tri mjeseca.</p> <ul style="list-style-type: none"> • biti usuglašen s radnikom na početku svakog kvartala • pokrivati razdoblje razvoja projekta od najviše 3 mjeseca <p>(3) Sastavljanje očekivanih rezultata je prilika da radnik sa svojim nadređenim razgovara o obveznoj edukaciji i razvoju, što također treba biti dio sporazuma o radnom planu.</p>	<p>VI. PLAN OF PERFORMANCE OF OBLIGATIONS</p> <p>Article 7</p> <p>(1) It is the responsibility of the employer to draw up a Commitment Execution Plan, which is in force within the financial year. The plan should be:</p> <ul style="list-style-type: none"> - reviewed and, if necessary, updated quarterly or every three months. - be agreed with the employee at the beginning of each quarter - cover a project development period of a maximum of 3 months <p>(2) Compiling the expected results is an opportunity for the worker to discuss compulsory education and development with his / her superior, which should also be part of the work plan agreement.</p>
<p>VII. OPIS POSLA I RAZINE</p> <p>Članak 8.</p> <p>(1) Zajednička je odgovornost radnika i njegovog nadređenog da svake godine revidira eventualne promjene u opisu radnikovog radnog mjesta te da provjere odgovaraju li trenutnoj razini.</p>	<p>VII. JOB DESCRIPTION AND LEVELS</p> <p>Article 8</p> <p>(1) It is the joint responsibility of the employee and their superior to review any changes in the employee's job description every year and to check whether they correspond to the current level.</p>
<p>VIII. ZAPOSLENJE IZVAN GAMECHUCK D.O.O.</p> <p>Članak 9.</p>	<p>VIII. EMPLOYMENT OUTSIDE THE COMPANY</p> <p>Article 9</p>

<p>(1) Ako radnik namjerava obavljati poslove izvan Gamechuck d.o.o., o tome prvo mora obavijestiti direktora i dobiti njegovu pismeno odobrenje.</p> <p>(2) Pristanak za to se obično daje, osim ako se pokaže da će takav posao predstavljati sukob interesa .</p> <p>(3) Radnik nema pravo koristiti intelektualno vlasništvo poslodavca za projekte na kojima radi u slobodno vrijeme, osim ako ne dobije izričitu i pismenu dozvolu poslodavca.</p> <p>(4) Poslodavac i radnik mogu ugovoriti zabranu natjecanja za razdoblje do 12 mjeseci tijekom kojeg je poslodavac radniku obvezan isplaćivati mjesečnu naknadu u visini od 75% prosječne plaće radnika u posljednjih 6 mjeseci radnog odnosa.</p> <p>(5) Poslodavac i radnik aneksom ugovora mogu skratiti trajanje ugovora o zabrani natjecanja nakon prestanka radnog odnosa ili ga otkazati</p> <p>(6) U slučaju skraćanja ugovora o zabrani natjecanja, poslodavac je dužan radniku isplatiti mjesečnu naknadu u visini od 75% prosječne plaće radnika u posljednjih šest mjeseci radnog odnosa u vremenskom razdoblju jednakom trajanju skraćenog ugovora o zabrani natjecanja. U slučaju otkazivanja ugovora, poslodavac nije obvezan radniku plaćati mjesečnu naknadu, izuzev prava na isplatu materijalnih prava, koje je radnik ostvario tijekom radnog odnosa, poput otpremnine, naknade za neiskorišteni godišnji odmor te ostalih</p>	<p>(1) If the employee intends to perform employment activities for other employers, they must first inform the director and obtain their written approval.</p> <p>(2) Consent to this is usually given, unless it is shown that such work will constitute a conflict of interest.</p> <p>(3) A worker has no right to use the intellectual property of the employer for projects he works on in his free time, unless he obtains the explicit and written permission of the employer.</p> <p>(4) The employer and the employee may agree on a ban on competition for a period of up to 12 months during which the employer is obliged to pay the employee a monthly allowance in the amount of 75% of the employee's average salary in the last 6 months.</p> <p>(5) The employer and the employee may, by an annex to the contract, shorten the duration of the contract on the prohibition of competition after the termination of employment or terminate it</p> <p>(6) In case of shortening the non-compete agreement, the employer is obliged to pay the employee a monthly allowance in the amount of 75% of the average salary of the employee in the last six months of employment in a period equal to the duration of the abbreviated non-compete agreement. In the event of termination of the contract, the employer is not obliged to pay the employee a monthly allowance, except for the right to payment of material rights, which the employee exercised during employment, such as severance pay,</p>
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<p>naknada previđenih zakonima i ovim kolektivnim ugovorom.</p>	<p>unused vacation and other benefits provided by law and this collective agreement.</p>
<p>IX. PROBNI RAD</p> <p>Članak 10.</p> <p>(1) Prilikom sklapanja ugovora o radu može se ugovoriti probni rad. Takav rad ne smije trajati duže od šest mjeseci.</p> <p>(2) Otkazni rok kod ugovorenog probnog rada je mjesec dana.</p> <p>Članak 11.</p> <p>(1) Provjeru stručnih i drugih radnih sposobnosti radniku tijekom probnog rada provodi njegov nadređeni.</p> <p>(2) Ocjena probnog rada mora se priopćiti radniku do isteka probnog rada.</p> <p>(3) Ako do isteka probnog rada radniku nije priopćena negativna ocjena, smatra se da je probni rad obavio s uspjehom.</p>	<p>IX. PROBATIONARY PERIOD</p> <p>Article 10</p> <p>(1) When concluding an employment contract, probationary work may be contracted. Such work shall not exceed six months.</p> <p>(2) The notice period for the cancellation of the contract during the probationary period is one month.</p> <p>Article 11</p> <p>(1) Verification of professional and other working abilities of a worker during probationary work shall be carried out by their superior.</p> <p>(2) The assessment of the probationary period must be communicated to the employee by the end of the probationary period.</p> <p>(3) If a negative grade has not been communicated to the employee by the end of the probationary period, it shall be deemed that he has successfully completed the probationary period.</p>
<p>X. POSEBNI UVJETI ZA OBAVLJANJE POSLOVA</p> <p>Članak 12.</p>	<p>X. SPECIAL CONDITIONS FOR PERFORMING BUSINESS</p> <p>Article 12</p>

<p>(1) Ako zakonom, drugim propisom ili aktom poslodavca budu utvrđeni posebni uvjeti za obavljanje poslova, poslodavac ne smije radniku koji ne ispunjava te uvjete ponuditi izmjenu ugovora o radu, niti mu smije otkazati ugovor o radu prije nego mu je omogućio da u primjerenom roku ispuni tražene uvjete.</p> <p>(2) Primjereni rok za svaki pojedini slučaj određuje poslodavac svojom odlukom uz suglasnost sindikalnog povjerenika.</p>	<p>(1) If special conditions for performing work are determined by law, other regulation or act of the employer, the employer may not offer an amendment to the employment contract to an employee who does not meet those conditions, nor may he terminate the employment contract before enabling him to meet the required conditions.</p> <p>(2) The appropriate deadline for each individual case shall be determined by the employer at their own discretion with the consent of the trade union commissioner.</p>
<p>XI. ZAŠTITA STARIJIH RADNIKA</p> <p>Članak 13.</p> <p>(1) Ugovor o radu radnika koji je navršio najmanje dvadeset godina neprekidnog rada kod poslodavca ili najmanje trideset godina ukupnog radnog staža, a pod uvjetom da se radi o radnici starijoj od 50 godina i radniku starijem od 55 godina, sadrži uglavak o zaštiti plaće, tako da prilikom ponude dopune ili novog ugovora o radu kod poslodavca, radnik ima pravo zadržati povoljniju plaću.</p>	<p>XI. PROTECTION OF OLDER WORKERS</p> <p>Article 13</p> <p>(1) The employment contract of a worker who has completed at least twenty years of uninterrupted work with the employer or at least thirty years of total work experience, provided that it is a female worker over 50 or a male worker over 55, contains a section on salary protection, so that when offering a supplement or a new employment contract with the employer, the worker has the right to keep a more favorable salary.</p>
<p>XII. DOB ZA UMIROVLJENJE</p> <p>Članak 14.</p> <p>(1) Dob umirovljenja je 65 godina. Staž se može produžiti nakon uobičajene dobi za umirovljenje ako zakon dozvoljava takvo produženje i to po odluci direktora koja se mora obnoviti na godišnjoj razini.</p>	<p>XII. RETIREMENT AGE</p> <p>Article 14</p> <p>(1) The retirement age is 65 years. The length of service may be extended beyond the usual retirement age if the law allows such an extension, following the decision of the director, which must be renewed annually.</p>
<p>XIII. MIROVANJE RADNOG ODNOSA</p> <p>Članak 15.</p>	<p>XIII. SUSPENSION OF EMPLOYMENT</p> <p>Article 15</p>

<p>(1) Razdoblja mirovanja radnog odnosa uračunavaju se u vrijeme trajanja radnog odnosa, kad je ono odlučno za priznavanje prava iz radnog odnosa.</p>	<p>(1) Periods of suspension of employment shall be included in the duration of the employment relationship, when it is decisive for the recognition of employment rights.</p>
<p>XIV. ZAŠTITA PRAVA I DOSTOJANSTVA RADNIKA</p> <p>Članak 16.</p> <p>(1) Sve odluke o pravima radnika poslodavac je dužan dostavljati u pisanom obliku s poukom o načinu i rokovima za ulaganje zahtjeva za zaštitu prava.</p> <p>(2) Poslodavac dostavlja odluku radniku izravno na radnom mjestu, preporučenom poštom ili e-mail poštom na zadnju adresu, odnosno e-mail adresu koju je radnik prijavio poslodavcu. Ukoliko radnik osobno ne primi poštu ili e-mail, poslodavac će istu istaknuti na oglasnoj ploči, odnosno službenim kanalima za komunikaciju unutar tvrtke. Istekom osmog dana od pismena oglašavanja, isto se smatra osobno uručeno radniku.</p>	<p>XIV. PROTECTION OF WORKERS' RIGHTS AND DIGNITY</p> <p>Article 16</p> <p>(1) The employer is obliged to submit all decisions on workers' rights in writing with instructions on the manner and deadlines for filing requests pertaining to rights protection.</p> <p>(2) The employer delivers the decision to the employee directly at the workplace, by registered mail or e-mail to the last address, or e-mail address reported by the employee to the employer. If the employee does not receive mail or e-mail in person, the employer will display it on the bulletin board, or through official communication channels within the company. Upon the expiration of the eighth day from the written advertisement, the same shall be deemed to have been personally delivered to the employee.</p>
<p>Članak 17.</p> <p>(1) Poslodavac štiti dostojanstvo radnika od uznemiravanja, rodno utemeljenog i spolnog uznemiravanja sukladno Zakonu o radu, te štiti dostojanstvo radnika od diskriminacije na osnovi rase ili etničke pripadnosti ili boje kože, spola, jezika, vjere, političkog ili drugog uvjerenja, nacionalnog ili socijalnog podrijetla, imovnog stanja, članstva u sindikatu, obrazovanja, društvenog položaja, bračnog ili obiteljskog statusa, dobi, zdravstvenog stanja, invaliditeta, genetskog naslijeđa, rodnog</p>	<p>Article 17</p> <p>(1) The employer protects the dignity of workers from harassment, gender-based and sexual harassment in accordance with the Labor Act, and protects the dignity of workers from discrimination based on race or ethnicity or color, sex, language, religion, political or other beliefs, national or social origin, property status, trade union membership, education, social status, marital or family status, age, health status, disability, genetic heritage, gender identity, expression or sexual</p>

<p>identiteta, izražavanja ili spolne orijentacije sukladno Zakonu o suzbijanju diskriminacije</p> <p>(2) Radnik koji smatra da mu je povrijeđeno dostojanstvo, da je uznemiravan suprotno stavku 1. ovog članka, o tome će usmeno na zapisnik ili pismeno izvijestiti ovlaštenu osobu poslodavca i sindikalnog povjerenika.</p> <p>(3) Ovlaštena osoba poslodavca dužna je u roku od 8 dana prikupiti potrebne informacije, razgovarati s osobom koja je navedena da je izvršila uznemiravanje, tražiti njezinu pismenu izjavu, organizirati zajednički razgovor sa svim sudionicima događaja, te ako zaključi da je uznemiravanje, predložiti će poslodavcu način postupanja.</p> <p>(4) Poslodavac ili osoba iz stavka 2. ovoga članka dužna je, što je moguće prije, a najkasnije u roku od osam dana od dostave pritužbe, ispitati pritužbu i poduzeti sve potrebne mjere primjerene pojedinom slučaju radi sprječavanja nastavka uznemiravanja ili spolnog uznemiravanja ako utvrdi da ono postoji.</p> <p>(5) Ovlaštena osoba u vezi s pritužbom može saslušavati podnositelja pritužbe, svjedoke, osobu za koju se tvrdi da je podnositelja pritužbe uznemiravala ili spolno uznemiravala, obaviti suočenje, obaviti očevid, te prikupljati druge dokaze kojima se može dokazati osnovanost pritužbe.</p> <p>(6) O svim radnjama koje poduzme u cilju utvrđivanja činjeničnog stanja ovlaštena osoba će sastaviti zapisnik ili službenu bilješku. Zapisnik će se u pravilu sastaviti prilikom saslušanja svjedoka, podnositelja pritužbe i osobe za koju podnositelj tvrdi da ga je uznemiravala ili spolno uznemiravala, te u slučaju njihovog suočenja. Zapisnik potpisuju sve osobe koje su bile nazočne njegovom sastavljanju.</p>	<p>orientation in accordance with the Anti-Discrimination Act</p> <p>(2) A worker who considers that his dignity has been violated, that he has been harassed contrary to paragraph 1 of this Article, shall inform the employers authorised professional and the trade union commissioner in writing or with written minutes held.</p> <p>(3) An authorised professional is obliged to gather the necessary information within 8 days, talk to the person stated to have committed the harassment, request their written statement, organize a joint interview with all participants in the event, and if he concludes that it constitutes harassment, suggest an appropriate action.</p> <p>(4) The employer, or the person referred to in paragraph 2 of this Article. shall, as soon as possible and no later than eight days from the submission of the complaint, examine the complaint and take all necessary measures appropriate to the individual case to prevent continued harassment or sexual harassment if it is determined to exist.</p> <p>(5) The authorized person may hear the complainant, witnesses, a person alleged to have harassed or sexually harassed the complainant, conduct a confrontation, conduct an investigation, and collect other evidence to prove the merits of the complaint.</p> <p>(6) The authorized person shall draw up a report or official note on all actions they take in order to determine the factual situation. As a rule, the record will be made during the examination of the witness, the complainant and the person whom the complainant claims to have harassed or sexually harassed, and in the event of their confrontation. The minutes shall be signed by all persons present at its compilation.</p>
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<p>(7) Službena bilješka će se u pravilu sastaviti pri obavljanju očevida ili prikupljanju drugih dokaza. Službenu bilješku potpisuje ovlaštena osoba i zapisničar koji je bilješku sastavio.</p> <p>(8) Podaci i isprave prikupljeni u postupku zaštite dostojanstva radnika su tajni i za njihovu tajnost su odgovorne sve osobe koje su sudjelovale u postupku rješavanja pritužbe vezane uz zaštitu dostojanstva radnika.</p>	<p>(7) The official note shall, as a rule, be drawn up during the inspection or collection of other evidence. The official note shall be signed by the authorized person and the recorder who drew up the note.</p> <p>(8) Data and documents collected in the procedure of protection of the dignity of workers are secret and all persons who participated in the procedure of resolving the complaint related to the protection of the dignity of workers are responsible for their secrecy.</p>
<p>Članak 18.</p> <p>(1) Nakon provedenog postupka ovlaštena će osoba u pisanom obliku izraditi odluku u kojoj će:</p> <ol style="list-style-type: none"> 1. utvrditi da postoji uznemiravanje ili spolno uznemiravanje podnositelja pritužbe ili 2. utvrditi da ne postoji uznemiravanje ili spolno uznemiravanje podnositelja pritužbe. 	<p>Article 18</p> <p>(1) After the procedure, the authorized person shall make a decision in writing in which they will:</p> <ol style="list-style-type: none"> 1. establish that there is harassment or sexual harassment of the complainant or 2. establish that there is no harassment or sexual harassment of the complainant.
<p>Članak 19.</p> <p>(1) U slučaju iz točke 1. prethodnoga članka, ovlaštena će osoba u svojoj odluci navesti sve činjenice koje dokazuju da je podnositelj pritužbe uznemiravan ili spolno uznemiravan, nakon čega će poslodavac - direktor poduzeti sljedeće mjere:</p> <ul style="list-style-type: none"> • izvršiti će promjenu mjesta rada radnika koji je izvršio uznemiravanje ili mu ponuditi sklapanje Aneksa ugovora o radu za druge poslove, a ukoliko radnik koji je izvršio uznemiravanje odbije potpisati predloženu izmjenu ugovora o radu, dati mu otkaz ugovora s ponudom izmijenjenog ugovora, 	<p>Article 19</p> <p>(1) In the case referred to in item 1 of the previous article, the authorized person shall state in his decision all facts proving that the complainant has been harassed or sexually harassed, after which the employer-director shall take the following measures:</p> <ul style="list-style-type: none"> • will change the place of work of the harassing worker or offer him an Annex to the employment contract for other work, and if the harassing worker refuses to sign the proposed amendment to the employment contract, terminate the contract with an offer of the amended contract,

<ul style="list-style-type: none"> • u slučaju jednokratnog blažeg oblika uznemiravanja radnika, ako postoje izgledi da se uznemiravanje više neće ponoviti, radniku koji je izvršio uznemiravanje dat će upozorenje, • u slučaju težeg oblika uznemiravanja ili spolnog uznemiravanja radnika kao i u slučaju ponovljenog lakšeg oblika uznemiravanja i spolnog uznemiravanja, radniku koji je izvršio uznemiravanje dati izvanredni otkaz ugovora o radu. <p>(2) U slučaju iz točke 2. prethodnog članka, ovlaštena osoba će odbiti pritužbu podnositelja zahtjeva</p>	<ul style="list-style-type: none"> • in the case of a one-off milder form of harassment of a worker, if there is a chance that the harassment will not recur, the harassing worker will be warned, • in the case of a severe form of harassment or sexual harassment of a worker as well as in the case of repeated milder forms of harassment and sexual harassment, give the worker who committed the harassment an extraordinary termination of the employment contract. <p>(2) In the case referred to in item 2 of the previous article, the authorized person shall reject the applicant's complaint</p>
<p>Članak 20.</p> <p>(1) Nadležno tijelo poslodavca će na temelju provedenog postupka i prijedloga ovlaštene osobe poduzeti mjere koje su primjerene odnosnom slučaju radi sprječavanja nastavka uznemiravanja, te osobi koja je radnika uznemiravala ili spolno uznemiravala izreći odgovarajuću mjeru zbog povrede obveza iz radnog odnosa.</p>	<p>Article 20</p> <p>(1) Based on the conducted procedure and the proposal of the authorized person, the competent body of the employer shall take measures appropriate to the case in question to prevent the continuation of harassment, and impose an appropriate measure on the person who harassed or sexually harassed the employee due to breach of employment obligations.</p>
<p>Članak 21.</p> <p>(1) Ako Poslodavac u roku od osam dana ne poduzme mjere za sprječavanje uznemiravanja ili spolnog uznemiravanja ili ako su mjere koje je poduzeo očito neprimjerene, radnik koji je uznemiravan ili spolno uznemiravan ima pravo prekinuti rad dok mu se ne osigura zaštita, pod uvjetom da je u daljnjem roku od osam dana zatražio zaštitu pred nadležnim sudom.</p>	<p>Article 21</p> <p>(1) If the Employer fails to take measures to prevent harassment or sexual harassment within eight days or if the measures he has taken are manifestly inappropriate, the harassed or sexually harassed worker shall have the right to suspend work until protection is provided, provided that they have sought protection before a relevant court in the period of the following eight days.</p>
<p>Članak 22.</p> <p>(1) Ako postoje okolnosti zbog kojih nije opravdano očekivati da će Poslodavac</p>	<p>Article 22</p> <p>(1) If there are circumstances due to which it is not justified to expect that the Employer will</p>

<p>zaštititi dostojanstvo radnika, radnik nije dužan dostaviti pritužbu Poslodavcu i ima pravo prekinuti rad, pod uvjetom da je zatražio zaštitu pred nadležnim sudom i o tome obavijestio Poslodavca u roku od osam dana od dana prekida rada.</p> <p>(2) Za vrijeme prekida rada iz prethodnog članka, kao i u slučaju iz stavka 1. ovoga članka radnik ima pravo na naknadu plaće koju bi ostvario da je radio.</p> <p>(3) Radniku kojemu je pravomoćnom sudskom odlukom utvrđena povreda dostojanstva, a kojeg poslodavac nije zaštitio u skladu s odredbama Zakona o radu, te ovog članka kolektivnog ugovora, poslodavac je dužan isplatiti iznos od najmanje 1% prošlogodišnje neto dobiti firme kao naknadu štete, ali ne manje od 50.000,00 kuna.</p> <p>(4) Poslodavac je dužan osigurati jednaku plaću svakom radniku u jednakom platnom razredu jednake vrste zanimanja s jednakim sposobnostima, vještinama i zaduženjima, neovisno o dobi, spolu, rodu, nacionalnosti, ispovijesti ili ostalim čimbenicima koji bi se mogli smatrati diskriminatornima.</p>	<p>protect the dignity of the employee, the employee is not obliged to submit a complaint to the Employer and has the right to terminate work, provided they requested protection before a relevant court within 8 days of the suspension of work.</p> <p>(2) During the suspension of work referred to in the previous article, as well as in the case referred to in paragraph 1 of this Article, the worker is entitled to compensation for the salary they would have earned if they had been working during this period.</p> <p>(3) The employer is obliged to pay at least 1% of last year's net profit of the company as compensation for damages, but not less than HRK 50,000.00 to the worker whose dignity violation has been proven by a relevant court, and who has not been protected by the Employer in accordance with the Labor law and this article of the Collective agreement.</p> <p>(4) The employer is obliged to ensure equal pay to every worker in the same pay grade of the same type of occupation with equal abilities, skills and responsibilities, regardless of age, gender, sex, nationality, religion or other factors that could be considered discriminatory.</p>
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<p>XV. ZAŠTITA I SIGURNOST NA RADU</p> <p>Članak 23.</p> <p>(1) Poslodavac je dužan voditi i organizirati poslovanje na način i uz uvjete koji će omogućiti zaštitu života, zdravlja i privatnosti svih radnika sukladno zakonu, posebnim propisima, naravi posla i djelatnostima.</p> <p>(2) Poslodavac se obvezuje osigurati zaštitu zdravlja i sigurnosti radnika u svim čimbenicima povezanim s radom, sprječavati opasnost na radu, obavještavati radnike o opasnosti na radu i osposobljavati ih za rad na siguran način i provoditi sve propisane mjere zaštite na radu.</p>	<p>XV. WORK SAFETY AND PROTECTION</p> <p>Article 23</p> <p>(1) The employer is obliged to conduct and organize business in a manner and under conditions that will enable the protection of life, health and privacy of all workers in accordance with the law, special regulations, the nature of work and activities.</p> <p>(2) The employer undertakes to ensure the protection of the health and safety of workers in all factors related to work, to prevent occupational hazards, to inform workers about occupational hazards and train them to work safely and to implement all prescribed occupational safety measures.</p>
<p>XVI. ZAŠTITA ZDRAVLJA RADNIKA</p> <p>Članak 24.</p> <p>(1) Poslodavac je dužan o svom trošku osigurati svim radnicima jedanput u godini sistematske zdravstvene preglede.</p> <p>(2) Poslodavac će participirati samo u onim troškovima sistematskog pregleda koje po bilo kojem osnovu ne pokriva Hrvatski zavod za zdravstveno osiguranje.</p> <p>(3) Kontrola vida će se besplatno ponuditi zaposlenicima koji rade s monitorima prvi put u sklopu svojih uobičajenih zadaća, prije nego započnu s edukacijom ili radom na monitoru. Menadžeri bi se trebali pobrinuti da se svom osoblju koje radi sa monitorima ponudi kontrola vida svake tri godine ili ranije ukoliko zaposlenik ima problema s vidom za koje smatra da bi mogli biti povezani s korištenjem monitora. U slučajevima kada pretrage pokažu da se obične leće ne mogu koristiti te da su potrebne specijalizirane leće za rad sa monitorom,</p>	<p>XVI. PROTECTION OF WORKERS' HEALTH</p> <p>Article 24</p> <p>(1) The employer is obliged to provide all employees with systematic health examinations once every year at the expense of the employer.</p> <p>(2) The employer shall participate only in those costs of systematic examination which on any basis are not covered by the Croatian Health Insurance Institute.</p> <p>(3) Vision control shall be offered free of charge to employees working with monitors for the first time as part of their usual tasks, before commencing training or working on the monitor. Managers should ensure that their staff working with monitors are offered vision control every three years or earlier if an employee has vision problems that they believe may be related to the use of monitors. In cases when tests show that ordinary lenses cannot be used and that specialized lenses are needed to work with the monitor, the costs of purchasing</p>

<p>troškove nabavke takvih leća i okvira pokrit će poslodavac.</p>	<p>such lenses and frames will be covered by the employer.</p>
<p>XVII. RADNO VRIJEME</p> <p>1. Puno radno vrijeme</p> <p>Članak 25.</p> <p>(1) Puno radno vrijeme raspoređeno je u pet radnih dana, a traje 33 sata i 45 minuta tjedno, odnosno šest sati i 45 minuta jednokratno dnevno.</p> <p>(2) Subota i nedjelja su neradni dani.</p> <p>(3) Dnevno radno vrijeme je fleksibilno odnosno klizno. Radnicima se dozvoljava mijenjati obrazac radnog vremena unutar standardnih radnih sati koje su dužni odraditi. Osoblje je dužno biti nazočno tijekom određenog vremena unutar radnog dana, tzv. osnovni radni sati. U preostalo vrijeme osoblje ima slobodu odabrati radno vrijeme – tzv. fleksibilno ili klizno radno vrijeme. Službena administracija nije potrebna. Ova se shema temelji na principima povjerenja i osobne odgovornosti. Shema se ne može primjenjivati ukoliko su pojedinci uključeni u aktivnosti s određenim rasporedom.</p> <p>(4) Osim kliznog radnog vremena, osoblje povremeno može iz osobnih razloga izaći ranije ili doći kasnije na posao, uz prethodnu najavu u pravilu 24 sata unaprijed, inače se taj dan smatra kao iskorištavanje plaćenog godišnjeg odmora, odnosno bolovanje (ovisno o situaciji). Takve se promjene trebaju unaprijed najaviti nadređenoj osobi, a izgubljeno vrijeme nadoknaditi. Ukoliko prethodna najava nije moguća, nadređenu osobu treba obavijestiti telefonskim ili elektronskim putem (e-mail, SMS, poruka u grupni chat aplikacije koju tvrtka</p>	<p>XVII. WORKING HOURS</p> <p>1. Full time</p> <p>Article 25</p> <p>(1) Full-time work is divided into five working days, lasting 33 hours and 45 minutes per week, or six hours and 45 minutes once a day.</p> <p>(2) Saturday and Sunday are non-working days.</p> <p>(3) Daily working hours are flexible or sliding. Workers are allowed to change the working time pattern within the standard working hours they are required to work. The staff are obliged to be present during a certain time within the working day, the so-called basic working hours. In the remaining time, the staff have the freedom to choose working hours - the so-called flexible or sliding working hours. No official administration is required. This scheme is based on the principles of trust and personal responsibility. The scheme cannot be applied if individuals are involved in activities with a specific schedule.</p> <p>(4) In addition to sliding working hours, staff may occasionally leave for work earlier or later for personal reasons, with prior notice, usually 24 hours in advance, otherwise that day is considered as taking paid leave or sick leave (depending on the situation). Such changes should be announced in advance to the superior, and the lost time should be compensated. If prior notice is not possible, the superior should be notified by phone or electronically (e-mail, SMS, group chat application used by the company to coordinate</p>

<p>koristi za koordinaciju posla), kako se izostanak ne bi zabilježio kao neodobren.</p> <p>Mogućnost početka i kraja radnog vremena: Ponedjeljak-petak:</p>	<p>work), so that the absence is not recorded as unauthorized.</p> <p>Options for beginning and ending the work week:</p>
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Hrvatski	
Osnovni radni sati	Fleksibilno radno vrijeme
11:00 – 14:45	Početak 8:00 – 11:00
	Završetak 14:45 – 17:45

English	
Basic working hours	Flexibile working hours
11:00 – 14:45	Beginning at 8:00 – 11:00
	Ending at 14:45 – 17:45

<p>(5) Povremeno, radi potrebe posla, radno vrijeme može biti nejednako raspoređeno po danima i tjednima.</p> <p>(6) Raspored i promjenu rasporeda radnog vremena koja znatno izlazi iz okvira osnovnog radnog vremena poslodavac je dužan u pisanom obliku staviti na uvid radnicima najmanje tjedan dana prije početka primjene.</p> <p>(7) Radnicima je dopušten rad od kuće isključivo po u dogovoru s poslodavcem.</p>	<p>(5) Occasionally, due to workload necessity, working hours may be unevenly distributed over days and weeks.</p> <p>(6) The employer is obliged to present the schedule and change of the working hours schedule, which significantly exceeds the basic working hours, in writing to the employees at least one week before the start of its application.</p> <p>(7) Workers are allowed to work from home only in agreement with the employer.</p>
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<p>2. Nepuno radno vrijeme</p> <p>Članak 26.</p> <p>(1) Radnici s nepunim radnim vremenom ostvaruju ista prava kao i radnici s punim radnim vremenom glede odmora između dva uzastopna radna dana, tjednog odmora, trajanja godišnjeg odmora i plaćenog dopusta. Ostala prava ostvaruju se razmjerno dužini trajanja nepunog radnog vremena.</p>	<p>2. Part-time work</p> <p>Article 26</p> <p>(1) Part-time workers shall exercise the same rights as full-time workers with regard to leave between two consecutive working days, weekly leave, duration of annual leave and paid leave. Other rights are exercised in proportion to the length of part-time work.</p>
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<p>3. Prekovremeni rad</p> <p>Članak 27.</p> <p>(1) Radnik je po potrebi dužan raditi duže od punog radnog vremena (prekovremeno) do osam sati tjedno.</p> <p>(2) Ako priroda prijekne potrebe onemogućava poslodavca da prije početka prekovremenog rada uruči radniku pisani zahtjev, usmeni zahtjev poslodavac je dužan pisano potvrditi u roku od sedam dana od dana kada je prekovremeni rad naložen.</p> <p>(3) Trudnica, roditelj s djetetom do tri godine života, samohrani roditelj s djetetom do šest godina života, radnik koji radi u nepunom radnom vremenu kod više poslodavaca, te radnik koji kod drugog poslodavca radi do 8 sati tjedno, (do 180 sati godišnje) a poslodavac mu je na takav rad dao prethodnu suglasnost, mogu raditi prekovremeno samo ako dostave poslodavcu pisanu izjavu o pristanku na takav rad, osim u slučaju više sile.</p> <p>(4) Kao rad se računaju događanja s kontaktima ili korisnicima na kojima se od radnika očekuje da ostvari određene ishode sastanka ili organiziranog treninga.</p> <p>(5) Radnici koji rade na poslovima s nepunim radnim vremenom računaju prekovremene sate nakon redovnog radnog vremena. Oni se nadoknađuju na isti način kao i za zaposlenike s punim radnim vremenom.</p> <p>(6) Prekovremenim radom, smatra se svaki sat rada duži od 6 sati dnevno, kao i svaki sat rada subotom ili nedjeljom.</p> <p><u>Obračun slobodnih sati u zamjenu za prekovremeni rad :</u></p> <p>50% za svaki sat rada radnim danom</p>	<p>3. Overtime</p> <p>Article 27</p> <p>(1) If necessary, the employee is obliged to work longer than full time (overtime) up to eight hours per week.</p> <p>(2) If the nature of the urgent need prevents the employer from delivering a written request to the employee before the start of overtime work, the employer shall confirm the oral request in writing within seven days from the day the overtime work was ordered.</p> <p>(3) Pregnant women, parents with a child up to three years of age, single parents with a child up to six years of age, part-time workers with several employers, and workers with another employer up to 8 hours per week, (up to 180 hours per year) for whom the employer has given prior consent for such work, may work overtime only if they submit to the employer a written statement of consent to such work, except in case of force majeure.</p> <p>(4) Work includes events with contacts or users at which the employee is expected to achieve certain outcomes of the meeting or organized training.</p> <p>(5) Workers working part-time shall count overtime hours after regular working hours. They are compensated in the same way as for full-time employees.</p> <p>(6) Overtime work is considered as every hour of work longer than 6 hours a day, as well as every hour of work on Saturdays or Sundays.</p> <p><u>Calculation of free hours in exchange for overtime work:</u></p> <p>50% for each hour of work on weekdays</p> <p>75% for every hour of work on Saturdays</p>
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<p>75% za svaki sat rada subotom</p> <p>100% za svaki sat rada nedjeljom ili praznikom</p> <p>(7) Umjesto uvećanja osnovne plaće po osnovi prekovremenog rada, radnik može koristiti jedan ili više slobodnih radnih dana prema ostvarenim satima prekovremenog rada u omjeru 1 sat prekovremenog rada = 1 sat i 30 min redovnog sata rada</p> <p>1 sat prekovremenog rada subotom = 1 sat i 45 min redovnog sata rada</p> <p>1 sat prekovremenog rada nedjeljom = 2 sata redovnog sata rada,</p> <p>te mu se u tom slučaju izdaje odluka u kojoj se navodi broj i vrijeme korištenja slobodnih dana, kao i vrijeme kad je taj prekovremeni rad ostvaren.</p> <p>(8) Svako odstupanje od redovnog fonda radnih sati koje nije preraspodjela radnog vremena smatra se prekovremenim radom.</p> <p>(9) Radniku se ne smije utvrditi obveza rada u preraspodjeli u dane kada mu je naređen prekovremeni rad, a vrijedi i obrnuto.</p> <p>(10) U slučaju prekovremenog rada, ukupno trajanje rada radnika ne smije biti duže od 50 sati tjedno, odnosno prekovremeni rad pojedinog radnika ne smije trajati duže od 180 sati godišnje.</p> <p>(11) Minimalni period između dva zahtjeva za kontinuiranim višetjednim, mjesečnim ili višemjesečnim prekovremenim radom od strane poslodavca iznosi 30 dana. Kontinuiranim višetjednim, mjesečnim ili višemjesečnim prekovremenim radom smatrat će se vremensko razdoblje u periodu od minimalno 2 tjedna do najviše 4 mjeseca.</p>	<p>100% for every hour of work on Sundays or holidays</p> <p>(7) Instead of increasing the basic salary on the basis of overtime work, the employee may use one or more free working days according to the realized hours of overtime work in the ratio of 1 hour of overtime work = 1 hour and 30 minutes of regular working hour</p> <p>1 hour of overtime on Saturdays = 1 hour and 45 minutes of regular work time</p> <p>1 hour of overtime on Sundays = 2 hours of regular working hours,</p> <p>and in that case they are issued a decision stating the number and time of use of days off, as well as the time when this overtime work was realized.</p> <p>(8) Any deviation from the regular fund of working hours that is not a redistribution of working hours shall be considered overtime work.</p> <p>(9) The employee may not be obliged to work using the redistributed days on the days when he was ordered to work overtime, and vice versa.</p> <p>(10) In the case of overtime work, the total duration of the worker's work may not exceed 50 hours per week, ie the overtime work of an individual worker may not last longer than 180 hours per year.</p> <p>(11) The minimum period between two requests for continuous multi-week, monthly or multi-month overtime work by the employer is 30 days. Continuous multi-week, monthly or multi-month overtime work will be considered a period of time in the period from a minimum of 2 weeks to a maximum of 4 months.</p>
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<p>XVIII. ODMORI I DOPUSTI</p> <p>1. Stanka</p> <p>Članak 28.</p> <p>(1) Radnik koji radi najmanje 6.45h dnevno, ima svakog radnog dana pravo na odmor (stanku) od najmanje četrdeset pet minuta neprekidno koja se ubraja u radno vrijeme. Pauza za ručak se čini za osnovnog radnog vremena</p> <p>2. Dnevni i tjedni odmor</p> <p>Članak 29.</p> <p>(1) Između dva uzastopna radna dana radnik ima pravo na odmor u trajanju najmanje 12 sati neprekidno.</p> <p>(2) Subota i nedjelja su dani tjednog odmora.</p> <p>(3) Radniku koji radi subotom ili nedjeljom, zamjenski dan tjednog odmora osigurava se tijekom idućeg tjedna, ako je to moguće. Ako nije, odmor treba iskoristiti čim je to prije moguće.</p> <p>(4) Radnik tijekom tjedna ima pravo na odmor u trajanju najmanje 24 sata neprekidno.</p> <p>3. Godišnji odmor</p> <p>Članak 30.</p> <p>(1) Trajanje godišnjeg odmora izračunava se u danima. Radnik za svaku kalendarsku godinu ima pravo na plaćeni godišnji odmor u trajanju od najmanje 24 dana.</p> <p>(2) Prilikom određivanja godišnjeg odmora u danima, računa se da tjedan ima 5 radnih dana.</p> <p>(3) Blagdani, neradni dani određeni zakonom, te dani plaćenog dopusta ne uračunavaju se u trajanje godišnjeg odmora.</p>	<p>XVIII. HOLIDAYS AND VACATIONS</p> <p>1. Pause</p> <p>Article 28</p> <p>(1) A worker who works at least six hours an fourty five minutes a day has the right to a rest (break) of at least forty-five minutes continuously every working day, which is included in working hours. The lunch break is used during basic business hours</p> <p>2. Daily and weekly rest</p> <p>Article 29</p> <p>(1) Between two consecutive working days, the worker has the right to rest for at least 12 hours continuously.</p> <p>(2) Saturday and Sunday are days of weekly rest.</p> <p>(3) For a worker who works on Saturdays or Sundays, a replacement day of weekly rest shall be provided during the following week, if possible. If not, the rest should be used as soon as possible.</p> <p>(4) During the week, the worker has the right to rest for at least 24 hours continuously.</p> <p>3. Vacation</p> <p>Article 30</p> <p>(1) The duration of annual leave is calculated in days. A worker is entitled to paid annual leave of at least 24 days for each calendar year.</p> <p>(2) When determining the annual leave in days, it is calculated that the week has 5 working days.</p>
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<p>(4) Po prestanku radnog odnosa s poslodavcem za tu kalendarsku godinu radnik ostvaruje pravo na razmjerni dio godišnjeg odmora.</p> <p>(5) Razdoblje privremene nesposobnosti za rad, koje je utvrdio ovlašten liječnik, ne računa se u trajanje godišnjeg odmora.</p> <p>(6) Pravo na godišnji odmor radnici ostvaruju u trajanju kako slijedi:</p>	<p>(3) Holidays, non-working days determined by law, and days of paid leave shall not be included in the duration of annual leave.</p> <p>(4) Upon termination of employment with the employer for that calendar year, the employee shall be entitled to a proportionate part of the annual leave.</p> <p>(5) The period of temporary incapacity for work, determined by an authorized doctor, shall not be included in the duration of annual leave.</p> <p>(6) The right to annual leave shall be exercised by workers as follows:</p>
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Hrvatski	
Starost zaposlenika	Broj dana godišnjeg odmora
18-29 godina	24
30-39 godina	26
40-49 godina	28
50-59 godina	29
Više od 60 godina	30

English	
Age of employee	Number of vacation days
18-29 years	24
30-39 years	26

40-49 years	28
50-59 years	29
More than 60 years	30

<p>(7) Na dane godišnjeg odmora prema osnovi godina starosti radnika dodaju se dodatni neradni dani:</p> <ul style="list-style-type: none"> - radnik s umanjenom radnom sposobnošću utvrđenom od invalidske komisije i radnik kojemu prijeti neposredna opasnost od nastanka invalidnosti ili ostvaruje pravo rasporeda na druge poslove - 3 radna dana <p>Prema socijalnim uvjetima:</p> <ul style="list-style-type: none"> - invalidi rada i invalidi domovinskog rata - 3 radna dana - roditelju odnosno posvojitelju blizanaca, troje ili više djece do sedam godina starosti - 3 radna dana - roditelju odnosno posvojitelju djeteta sa smetnjama u psihofizičkom razvoju na temelju uvjerenja nadležnog liječnika - 3 radna dana - roditelju odnosno posvojitelju djeteta s utvrđenim invaliditetom – 3 radna dana - samohranom roditelju odnosno posvojitelju kod kojeg živi dijete mlađe od 15 godina - 3 radna dana <p>(8) Kriteriji iz ovog članka se primjenjuju kumulativno, a pripadajući radni dani pribrajaju se najkraćem trajanju godišnjeg odmora prema godinama starosti.</p> <p>Članak 31.</p>	<p>(7) On non-working days based on the age of the employee, additional non-working days shall be added:</p> <ul style="list-style-type: none"> - a worker with reduced working capacity determined by a disabled person commission and a worker at imminent danger of occurrence of disability or exercising the right to assign to other jobs - 3 working days <p>According to social conditions:</p> <ul style="list-style-type: none"> - invalids of labor and invalids of the Homeland War - 3 working days - to the parent or adoptive parent of twins, three or more children up to seven years of age - 3 working days - to the parent or adoptive parent of a child with disabilities in psychophysical development based on the certificate of the competent physician - 3 working days - to the parent or adoptive parent of a child with an established disability - 3 working days - to a single parent or adoptive parent living with a child under 15 years - 3 working days <p>(8) The criteria referred to in this Article shall be applied cumulatively, and the corresponding working days shall be added to the shortest duration of annual leave according to age.</p> <p>Article 31</p>
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<p>(1) Radnik se ne može odreći prava na korištenje godišnjeg odmora, niti mu ga poslodavac smije uskratiti.</p> <p>4. Plaćeni dopust</p> <p>Članak 32.</p> <p>(1) Tijekom kalendarske godine radnika ima pravo na oslobođanje od obveze rada uz naknadu plaće (plaćeni dopust) do ukupno najviše deset radnih dana u sljedećim slučajevima:</p> <ul style="list-style-type: none"> - sklapanje braka - 5 radnih dana, - rođenje djeteta - 5 radnih dana, - smrt člana uže obitelji (suprug, dijete, roditelj, brat, sestra, pastorak, usvojenik, dijete bez roditelja uzeto na uzdržavanje i osoba koja s radnikom živi u izvanbračnoj zajednici - 5 radnih dana, - smrt djeda, bake, roditelja supružnika - 2 radna dana, - teške bolesti djeteta, supruga, roditelja - 5 radnih dana, - elementarne nepogode koja je oštetila imovinu radnika ili spriječila njegov dolazak na posao - 5 radnih dana. - obrazovanje ili osposobljavanje radi sindikalnog rada - 7 radnih dana <p>(2) Prilikom dobrovoljnog davanja krvi radnik ima pravo na dva radna dana oslobođenja od obveze rada uz naknadu plaće.</p> <p>(3) U tijek plaćenog dopusta uračunavaju se radni dani utvrđeni planom godišnjeg fonda radnih sati.</p> <p>(4) Radnik ima pravo na više radnih dana plaćenog dopusta u jednoj kalendarskoj godini, ako se tijekom iste godine ponove smrtni slučajevi iz stavka 1. ovoga članka .</p>	<p>(1) An employee may not waive the right to use annual leave, nor may the employer deny it.</p> <p>4. Paid leave</p> <p>Article 32</p> <p>(1) During a calendar year, a worker has the right to exemption from the obligation to work with salary compensation (paid leave) for a maximum of ten working days in total in the following cases:</p> <ul style="list-style-type: none"> - marriage - 5 working days, - birth of a child - 5 working days, - death of a close family member (husband, child, parent, brother, sister, stepfather, adopted child, orphaned child and a person living with an employee in an extramarital union - 5 working days - death of grandparents, parents of spouses - 2 working days, - severe illness of the child, wife, parents - 5 working days, - natural disasters that damaged the property of worker or prevented him from coming to work - 5 working days. - education or training for union work - 7 working days <p>(2) When donating blood voluntarily, the worker is entitled to two working days of release from the obligation to work with salary compensation.</p> <p>(3) The working days determined by the plan of the annual fund of working hours shall be included in the course of paid leave.</p> <p>(4) A worker is entitled to several working days of paid leave in one calendar year, if the deaths referred to in paragraph 1 of this Article are repeated during the same year.</p> <p>(5) An employee sent by the employer for education, training or advanced training for</p>
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<p>(5) Radnik kojeg poslodavac uputi na izobrazbu, osposobljavanje ili usavršavanje za rad ima pravo na plaćeni dopust u trajanju utvrđenom posebnim ugovorom.</p> <p>(6) U pogledu stjecanja prava iz radnog odnosa, vrijeme plaćenog dopusta smatra se vremenom provedenim na radu.</p> <p>5. Dopust za roditelje koji ne uzimaju porodiljni dopust</p> <p>Članak 33.</p> <p>(1) Roditeljima novorođene djece koji ne uzimaju porodiljni dopust odobrava se desetodnevni plaćeni dopust u svrhu brige za dijete ili potporu roditelju koji uzima porodiljni dopust. Dopust se mora uzeti unutar osam tjedana od rođenja djeteta.</p> <p>6. Dopust kod posvojenja djeteta</p> <p>Članak 34.</p> <p>(1) Roditelj posvojitelj koji ne koristi roditeljski dopust, ima pravo na plaćeni dopust od 20 radnih dana nakon zakonskog posvojenja djece. Poslodavcu je potrebno donijeti potvrdu o zakonskom posvojenju djeteta.</p> <p>(2) Samohrani roditelj posvojitelj također ima pravo na plaćeni dopust od 20 radnih dana nakon zakonskog posvojenja djece ukoliko ne koristi roditeljski dopust. Poslodavcu je potrebno donijeti potvrdu o zakonskom posvojenju djeteta.</p> <p>7. Neplaćeni dopust</p> <p>Članak 35.</p> <p>(1) Poslodavac može radniku na njegov zahtjev odobriti dopust bez naknade plaće (neplaćeni dopust) ako se radi o opravdanom slučaju.</p>	<p>work is entitled to paid leave for the duration determined by a special contract.</p> <p>(6) With regard to the acquisition of employment rights, the time of paid leave shall be considered the time spent at work.</p> <p>5. Leave for parents who do not take maternity leave</p> <p>Article 33</p> <p>(1) Parents of newborn children who do not take maternity leave shall be granted ten days of paid leave for the purpose of caring for a child or supporting a parent taking maternity leave. Leave must be taken within eight weeks of the child's birth.</p> <p>6. Leave when adopting a child</p> <p>Article 34</p> <p>(1) An adoptive parent who does not use parental leave is entitled to paid leave of 20 working days after the legal adoption of children. The employer needs to bring a certificate of legal adoption of the child.</p> <p>(2) A single adoptive parent is also entitled to paid leave of 20 working days after the legal adoption of children if he or she does not use parental leave. The employer needs to bring a certificate of legal adoption of the child.</p> <p>7. Unpaid leave</p> <p>Article 35</p> <p>(1) The employer may, at the request of the employee, grant leave without salary compensation (unpaid leave) if it is a justified case.</p> <p>(2) During unpaid leave, the employee's rights and obligations arising from the employment</p>
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<p>(2) Za vrijeme neplaćenog dopusta radniku miruju prava i obveze iz radnog odnosa, ako zakonom nije drugačije određeno.</p>	<p>relationship shall be suspended, unless otherwise provided by law.</p>
<p>XIX. PLAĆE I NAKNADE</p> <p>1. Osnovna plaća</p> <p>Članak 36.</p> <p>(1) U smislu ovog Kolektivnog ugovora plaćom se smatra plaća koja uključuje zakonom propisane doprinose iz plaće, porez i prirez na dohodak i dio plaće koji se isplaćuje radniku, a čine je osnovna plaća i dodaci.</p> <p>(2) Osnovna plaća utvrđena je potpisivanjem ugovora o radu za puno radno vrijeme.</p> <p>(3) Za izvršeni rad u punom radnom vremenu radnik ima pravo na osnovnu bruto plaću u iznosu 8.725,00 kuna</p>	<p>XIX. SALARIES AND FEES</p> <p>1. Basic salary</p> <p>Article 36</p> <p>(1) For the purposes of this Collective Agreement, a salary is considered to be a salary that includes statutory contributions from salary, income tax and surtax and a part of the salary paid to the employee, which consists of the basic salary and allowances.</p> <p>(2) The basic salary is determined by signing a full-time employment contract.</p> <p>(3) For full-time work, the employee is entitled to a basic gross salary in the amount of HRK 8,725.00</p>

Hrvatski			
Red.br.	Radno mjesto	Koeficijent	Iznos plaće bruto 1
1	Direktor	1	8.725,00
2	Kreativni direktor	1	8.725,00
3	Junior programer	1	8.725,00
4	Senior programer	1	8.725,00
5	Junior artist	1	8.725,00

6	Senior artist	1	8.725,00
7	Junior gameplay developer	1	8.725,00
8	Senior gameplay developer	1	8.725,00
9	Pisac	1	8.725,00
10	Kompozitor	1	8.725,00
11	Dizajner zvuka	1	8.725,00
12	Marketing	1	8.725,00
13	PR	1	8.725,00

English			
Order no.	Working place	Coefficient	Salary amount gross 1
1	Director	1	8,725.00
2	Creative Director	1	8,725.00
3	Junior programmer	1	8.725,00
4	Senior programer	1	8.725,00
5	Junior artist	1	8.725,00
6	Senior artist	1	8.725,00

7	Junior gameplay developer	1	8.725,00
8	Senior gameplay developer	1	8.725,00
9	Pisac	1	8.725,00
10	Composer	1	8,725.00
11	Sound designer	1	8,725.00
12	Marketing	1	8,725.00
13	PR	1	8,725.00

<p>(4) Usklađivanje plaća vrši se jednom godišnje u mjesecu studenom – kada se uzimaju u obzir sljedeći faktori: budžet raspoloživ za dotičnu financijsku godinu i pitanje održivosti, potrebe zadržavanja i zapošljavanja radnika, stopa inflacije.</p> <p>(5) Uprava se obvezuje izvještavati čitav kolektiv o financijskom stanju tvrtke svako kvartalno razdoblje u godini. U izvještaju će stajati trenutno stanje na računu tvrtke, mjesečni izdaci, te dospjeća i dugovanja.</p> <p>(6) Radni staž valorizira se na način da se radniku osnovna plaća povećava za 1% za svaku godinu poslovanja poslodavca.</p>	<p>(4) Wages are adjusted once a year in November - taking into account the following factors: the budget available for the financial year in question and the issue of sustainability, the need to retain and employ workers, the inflation rate.</p> <p>(5) The Management Board undertakes to report to the entire staff on the financial condition of the company every quarterly period of the year. The report will state the current balance on the company's account, monthly expenses, and maturities and debts.</p> <p>(6) Work experience is appraised in such a way that each employee's basic salary is increased by 1% for each year of the employer's business.</p>
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<p>2. Plaća vezana uz uspješnost</p> <p>Članak 37.</p> <p>(1) Godišnja povišica plaće bit će dodijeljena svim radnicima na osnovu raspoloživosti sredstava u budžetu.</p> <p>(2) Povišice plaća bit će dodijeljene svima na isti datum, ne na godišnjicu zaposlenja.</p> <p>3. Naknada plaće</p> <p>Članak 38.</p> <p>(1) Radniku pripada pravo na naknadu plaće u visini plaće koju bi primio da je radio redovno radno vrijeme i ostvario normalni radni učinak za vrijeme:</p> <ul style="list-style-type: none"> - korištenja godišnjeg odmora - izobrazbe, osposobljavanje usavršavanja za rad za potrebe poslodavca - organiziranog sistematskog pregleda plaćenog dopusta - državnog blagdana i neradnih dana propisanih zakonom - za vrijeme zastoja u poslu za koji nije kriv radnik - obnašanja dužnosti radničkog predstavnika - utvrđivanja ili provjere zdravstvene sposobnosti na koju upućuje poslodavac - traženja zaposlenja tijekom otkaznog roka <p>(2) Za izostanke dulje od tri dana potrebno je pribaviti potvrdu liječnika s datumom početka bolesti i vremenskog razdoblja koje potvrda pokriva.</p> <p>(3) Za dane kada radnik ne radi zbog privremene spriječenosti za rad u slučaju bolesti i drugim slučajevima utvrđenim propisima o</p>	<p>2. Salary related to performance</p> <p>Article 37</p> <p>(1) The annual salary increase will be awarded to all employees based on the availability of funds in the budget.</p> <p>(2) Salary increases shall be granted to all on the same date, not on the anniversary of employment.</p> <p>3. Salary compensation</p> <p>Article 38</p> <p>(1) An employee is entitled to a salary compensation in the amount of the salary he would have received if he had worked regular working hours and achieved normal work performance during:</p> <ul style="list-style-type: none"> - use of annual leave - training, qualification training for work for the needs of the employer - organized systematic review - paid leave - public holidays and non-working days prescribed by law - during a downtime for which the worker is not at fault - performing the duties of a labor representative - determining or verifying the medical fitness referred to by the employer - seeking employment during the notice period <p>(2) For absences longer than three days, it is necessary to obtain a doctor's certificate with the date of the beginning of the illness and the time period covered by the certificate.</p> <p>(3) For days when the employee is not working due to temporary incapacity for work in case of illness and other cases determined by health</p>
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<p>zdravstvenom osiguranju, radnik ima pravo na naknadu plaće u visini 100% iznosa plaće isplaćene u prethodnom mjesecu. Po završetku 42 dana bolovanja isplata plaće postaje odgovornost Zavoda za zdravstveno osiguranje u skladu s lokalnim zakonom.</p> <p>(4) Ukoliko se radnik razboli na godišnjem odmoru, treba obavijestiti svojeg nadređenog na prvi dan bolesti i pribaviti liječničku potvrdu kako bi se odsustvo pravilno moglo zabilježiti.</p>	<p>insurance regulations, the employee is entitled to salary compensation in the amount of 100% of the salary paid in the previous month. At the end of 42 days of sick leave, the payment of salary becomes the responsibility of the Health Insurance Institute in accordance with local law.</p> <p>(4) If a worker falls ill on annual leave, he should inform his superior on the first day of illness and obtain a medical certificate so that the absence can be properly recorded.</p>
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<p>4. Isplata plaće</p> <p>Članak 39.</p> <p>(1) Plaću i naknadu plaće za tekući mjesec poslodavac isplaćuje 5. u idućem mjesecu.</p> <p>(2) Radnici mogu primiti plaću i druga primanja preko tekućih računa banaka prema osobnom odabiru.</p>	<p>4. Salary payment</p> <p>Article 39</p> <p>(1) The salary and salary compensation for the current month shall be paid by the employer on the 5th of the following month.</p> <p>(2) Workers may receive salary and other income through current accounts of banks of their choice.</p>
<p>XX. OSTALE ISPLATE RADNICIMA</p> <p>1. Prigodne nagrade</p> <p>Članak 40.</p> <p>(1) Radniku uz neto plaću, mjesečno pripada 1/12 zbroja neoporezivih dodataka za prehranu, prigodne nagrade i novčane nagrade, ali ne manje od 1.080,00 kn.</p> <p>(2) Poslodavac se obvezuje svakom radniku uplaćivati najveći mjesečni neoporezivi iznos u 3. Stup mirovinskog fonda, prema izboru radnika.</p>	<p>XX OTHER PAYMENTS TO WORKERS</p> <p>1. Occasional awards</p> <p>Article 40</p> <p>(1) In addition to the net salary, a worker is entitled to 1/12th of the sum of non-taxable food allowances, occasional prizes and cash prizes, but not less than HRK 1,080.00.</p> <p>(2) The employer shall pay each employee the maximum monthly non-taxable amount in the 3rd Pillar of the Pension Fund, according to the employee's choice.</p>

<p>2. Zaštita autorskih prava</p> <p>Članak 41.</p> <p>(1) Autor autorskog djela daje odobrenje tvrtki (poslodavcu) za iskorištavanje autorskog prava u točno određenom projektu, odnosno projektima, kao nositelju isključivog prava autorskog djela u sadržaju i opsegu koji je potreban za ostvarenje djelatnosti koju obavlja, na području svijeta dok postoji tržišna valorizacija djela ili strateški plan poduzeća o tržišnoj valorizaciji djela u narednom periodu.</p> <p>(2) Bude li projekt otkazan ili tvrtka projekt odluči povući s tržišta, poslodavac autorsko djelo autora nastavlja iskorištavati, ali kao neisključivo pravo u periodu od 30 dana, kada se nakon isteka navedenog perioda autorska prava u potpunosti prestaju koristiti od strane poslodavca.</p> <p>(3) Autor je svoje djelo slobodan prikazivati u vlastite promotivne svrhe, u periodu isključivog prava poslodavca ali isključivo ako poslodavac ili tvrtka kojoj je odobrio iskorištavanje svog autorskog prava to dopusti.</p>	<p>2. Copyright protection</p> <p>Article 41</p> <p>(1) The author of a copyright work gives approval to the company (employer) for the use of copyright in a specific project or projects, as the holder of the exclusive copyright in the content and scope required to carry out its activities in the world while there is market valorization of the works, or a strategic plan plan of the company regarding the market valorization of the works in an upcoming period.</p> <p>(2) If the project is canceled or the company decides to withdraw the project from the market, the employer shall continue to use the author's work, but as a non-exclusive right for a period of 30 days, when the copyright ceases to be used by the employer.</p> <p>(3) The author is free to present his work for his own promotional purposes, in the period of the exclusive right of the employer, but only if the employer or the company to which he has approved the use of his copyright allows it.</p>
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<p>3. Ostale isplate</p> <p>Članak 42.</p> <p>(1) Ovisno o stupnju uspješnosti tvrtke i ostvarenog profita, radnici imaju pravo na godišnju paušalnu naknadu koja će se nakon utvrđivanja neto profita poslovanja za prethodnu financijsku godinu isplatiti svim radnicima u jednakim iznosima.</p> <p>(2) U slučaju da postoji neto profit poslovanja za prethodnu godinu, radnicima će biti isplaćeno 10% paušalne naknade od neto profita na jednake dijelove u bruto iznosu, što uključuje sve poreze koji se primjenjuju kod takvih isplata, isplativo unutar 6 mjeseci od dana predaje obračuna poreza na dobit.</p>	<p>3. Other payments</p> <p>Article 42</p> <p>(1) Depending on the degree of success of the company and the realized profit, workers are entitled to an annual lump sum compensation which will be paid to all workers in equal amounts after determining the net operating profit for the previous financial year.</p> <p>(2) In the event that there are net operating profits for the previous year, employees shall be paid a 10% lump sum compensation of the net profit, in equal parts, as a gross, meaning that the sum shall include all taxes payable, and shall be paid within 6 months from the date of filing the income tax data for the year.</p>
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4. Jubilarne nagrade

Članak 43.

(1) Radniku će za neprekidan radni staž kod poslodavca i njegovih prednika s osnova jubilarne nagrade biti isplaćeno:

- za 5 godina rada pola najvišeg neoporezivog iznosa propisan aktom ministra financija za iznos od 10 godina rada,
- za 10 godina rada najviši neoporezivi iznos propisan aktom ministra financija,
- za 15 godina rada najviši neoporezivi iznos propisan aktom ministra financija,
- za 20 godina rada najviši neoporezivi iznos propisan aktom ministra financija
- za 25 godina rada najviši neoporezivi iznos propisan aktom ministra financija
- za 30 godina rada najviši neoporezivi iznos propisan aktom ministra financija
- za 35 godina rada najviši neoporezivi iznos propisan aktom ministra financija
- za 40 godina rada najviši neoporezivi iznos propisan aktom ministra financija

(2) Isplata nagrade dospijeva u roku u kojem se isplaćuje i plaća za mjesec u kojem je radnik stekao uvjet za jubilarnu nagradu.

4. Jubilee awards

Article 43

(1) The employee shall be paid for the uninterrupted length of service with the employer and his ancestors on the basis of the jubilee award:

- for 5 years of work half of the highest non-taxable amount prescribed by an act of the Ministry of Finance for the amount of 10 years of work,
- for 10 years of operation, the highest non-taxable amount prescribed by an act of the Ministry of Finance,
- for 15 years of operation the highest non-taxable amount prescribed by an act of the Ministry of Finance,
- for 20 years of operation the highest non-taxable amount prescribed by an act of the Ministry of Finance
- for 25 years of operation the highest non-taxable amount prescribed by an act of the Ministry of Finance
- for 30 years of operation the highest non-taxable amount prescribed by an act of the Ministry of Finance
- for 35 years of operation the highest non-taxable amount prescribed by an act of the Ministry of Finance
- for 40 years of operation the highest non-taxable amount prescribed by an act of the Ministry of Finance

(2) The payment of the award is due within the period in which it is paid and paid for the month in which the employee acquired the condition for the jubilee award.

<p>5. Otpremnine</p> <p>Članak 44.</p> <p>(1) Pravo na otpremninu ima</p> <ul style="list-style-type: none"> - radnik nakon pola godine neprekidnog rada kod poslodavca kojemu poslodavac otkazuje ugovor o radu, odnosno radnik kojem je istekao ugovor o radu na određeno vrijeme, osim ako otkazuje iz razloga uvjetovanih ponašanjem radnika - radnik koji odlazi u mirovinu - obitelj radnika koji umre za vrijeme trajanja ugovora o radu <p>(2) Radniku pripada pravo na otpremninu u visini najviše neoporezivog iznosa po godini staža propisanog aktom ministra financija, za godine rada koje je proveo kod poslodavca.</p> <p>(3) Otpremnina se odnosi na zaposlenike s ugovorom na određeno i neodređeno radno vrijeme.</p> <p>(4) Osoblje počinje stjecati pravo na otpremninu od prvog dana zaposlenja. Pravo na otpremninu stiče se nakon šest mjeseci radnog staža tako da se zaposlenicima koji odu od poslodavca s manje od šest mjeseci radnog staža ne može isplatiti otpremnina.</p> <p>(5) Prilikom zaposlenja u tvrtci, radnik će poslodavcu potpisati izjavu kome će iznos otpremnine biti isplaćen u slučaju njihove smrti za vrijeme trajanja ugovora o radu</p>	<p>5. Severance pay</p> <p>Article 44</p> <p>(1) The following are entitled to severance pay</p> <ul style="list-style-type: none"> - a worker after half a year of uninterrupted work with an employer whose employment contract is terminated by the employer, ie an employee whose fixed-term employment contract has expired, unless he terminates for reasons conditioned by the employee's behavior - a worker going to retirement - the family of a worker who dies during the term of the employment contract <p>(2) The employee is entitled to severance pay in the amount of the highest non-taxable amount per year of service prescribed by an act of the Ministry of Finance, for the years of work spent with the employer.</p> <p>(3) Severance pay refers to employees with a contract for fixed and indefinite working hours.</p> <p>(4) Staff shall begin to acquire the right to severance pay from the first day of employment. The right to severance pay is acquired after six months of service, so that employees who leave the employer with less than six months of service cannot be paid severance pay.</p> <p>(5) During employment in the company, the employee shall sign a statement to the employer to whom the amount of severance pay will be paid in the event of their death during the employment contract.</p>
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<p>6. Solidarne potpore</p> <p>Članak 45.</p> <p>(1) Poslodavac je dužan radniku ili njegovoj obitelji isplatiti jednokratnu solidarnu pomoć u sljedećim slučajevima:</p> <ul style="list-style-type: none"> - potpora zbog nastanka invalidnosti radnika u najvišem neoporezivom iznosu propisanom aktom ministarstva financija, - potpora zbog nastanka invalidnosti djece ili supružnika u najvišem neoporezivom iznosu propisanom aktom ministarstva financija, - potpora radi smrti člana uže obitelji u najvišem neoporezivom iznosu propisanom aktom ministarstva financija, <p>(2) Poslodavac može isplatiti radniku jednokratnu solidarnu pomoć radi potpore zbog bolovanja dužeg od 90 dana</p>	<p>6. Solidarity grants</p> <p>Article 45</p> <p>(1) The employer is obliged to pay a one-time solidarity allowance to the worker or his family in the following cases:</p> <ul style="list-style-type: none"> - support for the occurrence of disability of workers in the highest non-taxable amount prescribed by an act of the Ministry of Finance, - support for the occurrence of disability of children or spouses in the highest non-taxable amount prescribed by an act of the Ministry of Finance, - support for the death of a close family member in the highest non-taxable amount prescribed by an act of the Ministry of Finance, <p>(2) The employer may pay the employee a one-time solidarity allowance for support due to sick leave longer than 90 days (per year) in the highest non-taxable amount prescribed by an act of the Ministry of Finance.</p>
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<p>7. Naknada troškova prijevoza na posao i s posla</p> <p>Članak 46.</p> <p>(1) Radnik ima pravo na naknadu troškova prijevoza mjesnim i međumjesnim javnim prijevozom na posao i s posla u visini stvarnih izdataka mjesečne odnosno pojedinačne karte javnog prijevoza.</p> <p>(2) Ako se radnik ne može koristiti sredstvima javnog prometa za prijevoz na posao i s posla, ima pravo na naknadu troškova u visini cijene prijevoza koju imaju drugi radnici za slične udaljenosti.</p> <p>(3) Naknada troškova prijevoza na posao i s posla isplaćuje se s plaćom.</p>	<p>7. Reimbursement of transport costs to and from work</p> <p>Article 46</p> <p>(1) The employee has the right to reimbursement of transport costs by local and intercity public transport to and from work in the amount of the actual expenses of the monthly or individual public transport ticket.</p> <p>(2) If a worker cannot use the means of public transport for transport to and from work, he is entitled to reimbursement of costs in the amount of the price of transport that other workers have for similar distances.</p> <p>(3) Compensation for transport costs to and from work shall be paid with salary.</p>
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<p>8. Dnevnice i troškovi službenih putovanja</p> <p>Članak 47.</p> <p>(1) Za službeno putovanje u zemlji i inozemstvo radniku pripada naknada prijevoznih troškova u visini stvarnih izdataka.</p> <p>(2) Za službeno putovanje u zemlji i inozemstvu radniku pripada nadoknada troškova noćenja i prehrane te osobnih izdataka (dnevnica) u u najvišem neoporezivom iznosu propisanom aktom ministarstva financija,</p> <p>(3) Za vrijeme rada izvan stalnog mjesta rada u kojem je zaposlen i izvan mjesta njegova stalnog boravka, radnik ima pravo na dodatak za rad na terenu, ako je na terenu proveo najmanje 8 sati bez obzira na to koliko je dana radio.</p> <p>(4) Terenski dodatak se radniku isplaćuje najkasnije posljednji radni dan u mjesecu, za idući mjesec.</p> <p>(5) Visina terenskog dodatka koja se isplaćuje radniku je najviši neoporezivi iznos propisan aktom ministra financija, a ako je radniku za vrijeme rada izvan radnog mjesta i izvan mjesta njegova stalnog boravka osigurana odgovarajuća dnevna prehrana, isplatit će se 50% propisanog iznosa.</p> <p>(6) Visina dodatka za terenski posao na teritoriju Europske Unije, isplatiti će se u najvišem neoporezivom iznosu propisanom aktom ministra financija.</p> <p>(7) Ako je radniku za vrijeme rada izvan radnog mjesta i izvan mjesta njegova stalnog boravka osiguran adekvatan smještaj (u čvrstom objektu) nema pravo na naknadu iznosa hotelskog računa za spavanje.</p> <p>(8) Dnevnica i terenski dodatak međusobno se isključuju.</p>	<p>8. Per diems and expenses of business trips</p> <p>Article 47</p> <p>(1) For a business trip in the country and abroad, the employee is entitled to compensation of transport costs in the amount of actual expenses.</p> <p>(2) For a business trip in the country and abroad, the employee is entitled to reimbursement of the costs of accommodation and meals and personal expenses (per diem) in the highest non-taxable amount prescribed by an act of the Ministry of Finance,</p> <p>(3) During work outside the permanent place of work in which the worker is employed and outside the place of their permanent residence, the worker is entitled to allowance for work in the field, if they spent at least 8 hours in the field regardless of how many days they worked.</p> <p>(4) The field allowance shall be paid to the employee no later than the last working day of the month, for the following month.</p> <p>(5) The amount of field allowance paid to a worker is the highest non-taxable amount prescribed by an act of the Ministry of Finance, and if the worker is provided with adequate daily food during work outside the workplace and outside his place of residence, 50% of the prescribed amount will be paid.</p> <p>(6) The amount of the allowance for field work on the territory of the European Union shall be paid in the highest non-taxable amount prescribed by an act of the Ministry of Finance.</p> <p>(7) If the employee is provided with adequate accommodation (in a solid building) during work outside the workplace and outside the place of his permanent residence, he is not</p>
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	<p>entitled to reimbursement of the amount of the hotel sleeping bill.</p> <p>(8) Per diem and field allowance are mutually exclusive.</p>
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<p>9. Naknada za korištenje privatnog automobila u službene svrhe</p> <p>Članak 48.</p> <p>(1) Radnik kojem poslodavac odobri korištenje vlastitog automobila za službene svrhe ima pravo na naknadu za svaki prijeđeni kilometar u najvišem neoporezivom iznosu propisanom aktom ministra financija.</p>	<p>9. Fee for the use of a private car for official purposes</p> <p>Article 48</p> <p>(1) A worker who is approved by the employer to use his own car for official purposes is entitled to compensation for each kilometer traveled in the amount of the highest non-taxable amount prescribed by an act of the Ministry of Finance</p>
<p>XXI. PRESTANAK UGOVORA O RADU</p> <p>Članak 49.</p> <p>(1) Otkaz mora biti u pisanom obliku. Poslodavac i radnik mogu otkazati ugovor o radu.</p> <p>(2) Poslodavac mora u pisanom obliku obrazložiti otkaz.</p> <p>(3) Otkaz se mora dostaviti osobi kojoj se otkazuje. Otkazni rok počinje teći danom dostave otkaza ugovora o radu.</p>	<p>XXI. TERMINATION OF EMPLOYMENT CONTRACT</p> <p>Article 49</p> <p>(1) The cancellation must be in writing. The employer and the employee may terminate the employment contract.</p> <p>(2) The employer must explain the dismissal in writing.</p> <p>(3) The dismissal must be delivered to the person to whom it is being canceled. The notice period starts on the day of delivery of the termination of the employment contract.</p>

1. Otkazni rokovi

Članak 50.

(1) U slučaju redovitog otkaza otkazni rok je:

- 1 mjesec, ako je radnik u radnom odnosu kod poslodavca proveo neprekidno do godinu dana,
- 2 mjeseca, ako je radnik u radnom odnosu kod poslodavca proveo neprekidno dvije godine,
- 2,5 mjeseca, ako je radnik u radnom odnosu kod poslodavca proveo neprekidno pet godina,
- 3 mjeseca, ako je radnik u radnom odnosu kod poslodavca proveo neprekidno deset godina,
- 3,5 mjeseci, ako je radnik u radnom odnosu kod poslodavca proveo neprekidno petnaest godina,
- 4 mjeseca, ako je radnik u radnom odnosu kod poslodavca proveo neprekidno dvadeset i više godina

(2) Radniku kojemu se ugovor o radu otkazuje zbog kršenja obveza iz radnog odnosa (otkaz uvjetovan skrivljenim ponašanjem radnika), utvrđuje se otkazni rok u dužini polovice otkaznih rokova utvrđenih u stavku 1. ovog članka.

(3) Ako radnik na zahtjev poslodavca prestane raditi prije isteka propisanoga ili ugovorenoga otkaznog roka, poslodavac mu je dužan isplatiti naknadu plaće i priznati sva druga prava kao da je radio do isteka otkaznog roka.

(4) Kada radnik daje otkaz poslodavcu, otkazni rok iznosi najviše mjesec dana. Pod uvjetom da se zadovolje operativne potrebe, poslodavac može pristati na kraći otkazni rok.

1. Notice periods

Article 50

(1) In case of regular cancellation, the notice period is:

- 1 month, if the employee has been employed by the employer for up to one year,
- 2 months, if the employee has spent two consecutive years with the employer,
- 2.5 months, if the employee has spent five consecutive years with the employer,
- 3 months, if the employee has spent ten consecutive years with the employer,
- 3.5 months, if the employee has been employed by the employer for a continuous period of fifteen years,
- 4 months, if the employee has been employed by the employer for twenty consecutive years or more

(2) An employee whose employment contract is terminated due to breach of employment obligations (dismissal conditioned by the employee's misconduct) shall be determined to have a notice period of half of the notice periods specified in paragraph 1 of this Article.

(3) If the employee stops working at the request of the employer before the expiration of the prescribed or agreed notice period, the employer is obliged to pay him salary compensation and recognize all other rights as if he had worked until the expiration of the notice period.

(4) When the employee resigns from the employer, the notice period shall not exceed one month. Provided the operational needs are met, the employer may agree to a shorter notice period.

<p>XXII. NAKNADA ŠTETE</p> <p>Članak 51.</p> <p>(1) Ako radnik pretrpi štetu na radu ili u vezi s radom, poslodavac je dužan radniku nadoknaditi štetu po općim propisima obveznog prava.</p> <p>(2) Posebno je poslodavac dužan nadoknaditi štetu radniku ukoliko izlaže radnika izravnoj ili neizravnoj diskriminaciji, te uznemiravanju i spolnom uznemiravanju ili povredi dostojanstva na radnom mjestu.</p> <p>(3) Radnik koji na radu ili u vezi s radom namjerno ili zbog krajnje nepažnje uzrokuje štetu poslodavcu dužan je štetu naknaditi.</p> <p>(4) Šteta koju radnik treba naknaditi poslodavcu smanjit će se za najmanje 30% ako se može u cijelosti ili djelomično otkloniti radom kod poslodavca i sredstvima poslodavca.</p> <p>(5) Radnik neće morati naknaditi štetu poslodavcu ako šteta nije počinjena namjerno, ako dosad nije počinio štetu, te je poduzeo sve da se šteta otkloni.</p>	<p>XXII. INDEMNITY</p> <p>Article 51</p> <p>(1) If an employee suffers damage at work or in connection with work, the employer is obliged to compensate the employee for the damage in accordance with the general regulations of the law of obligations.</p> <p>(2) In particular, the employer is obliged to compensate the worker if he exposes the worker to direct or indirect discrimination, as well as harassment and sexual harassment or violation of dignity in the workplace.</p> <p>(3) A worker who at work or in connection with work intentionally or due to gross negligence causes damage to the employer is obliged to compensate the damage.</p> <p>(4) The damage to be compensated by the employee to the employer shall be reduced by at least 30% if it can be eliminated in whole or in part by work with the employer and the employer's funds.</p> <p>(5) The employee will not have to compensate the damage to the employer if the damage was not done intentionally, if he has not done the damage so far, and he has done everything to eliminate the damage.</p>
<p>Članak 52.</p> <p>(1) Radnik koji uzrokuje štetu prije nego je osposobljen za samostalan rad na siguran način, oslobođen je dužnosti naknade štete ako ju je uzrokovao radeći pod nadzorom ili po nalogu osobe osposobljene za rad na siguran način. Radnik koji uzrokuje štetu namjerno ili zbog krajnje nepažnje nije oslobođen naknade štete.</p>	<p>Article 52</p> <p>(1) A worker who causes damage before he is qualified to work independently in a safe manner shall be released from the duty to compensate the damage if he caused it by working under the supervision or by order of a person qualified to work in a safe manner. A worker who causes damage intentionally or through gross negligence is not exempt from damages.</p>
<p>Članak 53.</p>	<p>Article 53</p>

<p>(1) Poslodavac ne smije bez prethodne suglasnosti radnika naplatiti naknadu štete uskratom isplate plaće ili dijela plaće, odnosno uskratom isplate naknade plaće ili dijela naknade plaće.</p> <p>(2) Poslodavac ne može radniku umanjivati plaću po niti jednoj osnovi koja nije predviđena ovim kolektivnim ugovorom ili zakonom.</p>	<p>(1) The employer may not, without the prior consent of the employee, collect compensation for damages by denying payment of salary or part of salary, or by denying payment of salary compensation or part of salary compensation.</p> <p>(2) The employer may not reduce the employee's salary on any basis that is not provided for in this collective agreement or law.</p>
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XXIII. UVJETI ZA RAD SINDIKATA

1. Djelovanje i rad

Članak 54.

(1) Poslodavac je dužan glavnom sindikalnom povjereniku omogućiti izostanak s rada do sedam dana godišnje uz naknadu plaće radi pohađanja sindikalnih sastanka, seminara, osposobljavanja, kongresa, konferencija i sl.

(2) Poslodavac će uz plaćene troškove, sindikalnom povjereniku omogućiti edukaciju za potrebe sindikalnog rada.

(3) Poslodavac je dužan bez naknade troškova sindikalnom povjereništvu osigurati:

- odgovarajući prostor za rad i održavanje sastanaka, primjerenu broju članova povjereništa
- korištenje telefona, električne pošte, te usluga prijepisa, umnožavanja, primanja i otpreme pošte
- slobodnu podjelu tiska i priopćenja koji se odnose na pitanja i problematiku u svezi radnog statusa radnika, kroz aplikaciju odnosno platformu za komunikaciju koju poslodavac koristi za koordinaciju poslova unutar tvrtke, na način koji omogućava sindikatu slobodno komuniciranje s članstvom i ne ometa djelatnost poslodavca

Članak 55.

(1) Poslodavac se obvezuje obračunavati i iz plaće radnika ustezati sindikalnu članarinu i ostale sindikalne obustave, te ih uplaćivati na račun sindikata, isključivo prema uputi sindikata, te uz prethodnu suglasnost radnika koji je član sindikata.

(2) U slučaju promjene visine članarine poslodavac se obvezuje primjenjivati novi iznos

XXIII. CONDITIONS FOR THE WORK OF TRADE UNIONS

1. Action and work

Article 54

(1) The employer is obliged to enable the main trade union commissioner to be absent from work for up to seven days a year with salary compensation for attending trade union meetings, seminars, training, congresses, conferences, etc.

(2) In addition to the paid costs, the employer shall provide the trade union commissioner with education for the needs of trade union work.

(3) The employer is obliged to provide the trade union commission without reimbursement of costs:

- adequate space for the work and holding of meetings, appropriate to the number of members of the commission
- use of telephone, e-mail, and the services of transcription, duplication, receipt and dispatch of mail
- free distribution of materials and press releases related to issues and issues related to the employment status of employees, through an application or communication platform used by the employer to coordinate work within the company, in a way that allows the union to communicate freely with members and does not interfere with the employer

Article 55

(1) The employer undertakes to calculate and deduct union dues and other union suspensions from the employee's salary, and to pay them to the union's account, exclusively according to the

<p>ili postotak od dana primitka obavijesti od strane sindikata.</p> <p>(3) Poslodavac se obvezuje omogućiti uvid ovlaštenoj osobi sindikata u obračun, ustegu i uplatu članarine, te ostalih sindikalnih obustava.</p>	<p>union's instructions and with the prior consent of the union member.</p> <p>(2) In the event of a change in the membership fee, the employer undertakes to apply the new amount or percentage from the day of receipt of the notification by the trade union.</p> <p>(3) The employer undertakes to provide insight to the authorized person of the trade union into the calculation, savings and payment of membership fees, and other trade union suspensions.</p>
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2. Prava sindikalnog povjerenika i sindikalnog predstavnika

Članak 56.

(1) Sindikalnom povjereniku ili predstavniku dopušten je pristup na sastancima Uprave tvrtke.

(2) Sindikalni povjerenik ili predstavnik prati izvršenje i realizaciju svih odredaba ovog ugovora.

(3) Poslodavac je dužan primiti i saslušati sindikalnog povjerenika kada on to zatraži i dati mu raspoložive informacije važne za gospodarski i socijalni položaj radnika.

(4) Sindikalnom povjereniku ili predstavniku koji nastupa u ime sindikata omogućit će se isticanje sindikalnih obavijesti na oglasnoj ploči poslodavca, kroz aplikaciju, odnosno platformi za komunikaciju koju poslodavac koristi za koordinaciju poslova unutar tvrtke, kao i obilježja sindikata u odgovarajućim prilikama.

Članak 57.

(1) Sindikalnog povjerenika za vrijeme obavljanja dužnosti i devet mjeseci nakon prestanka obavljanja te dužnosti, poslodavac ne može staviti u nepovoljniji položaj i ne može mu otkazati bez prethodne suglasnosti sindikata čiji je sindikalni povjerenik.

(2) Dovođenjem u nepovoljniji položaj smatra se osobito: smanjenje plaće, raspored na poslove nižeg stupnja stručne spreme od osobne stručne spreme povjerenika, raspored na poslove za obavljanje kojih povjerenik ne ispunjava posebne uvjete, upućivanje na rad u drugo mjesto rada, uskrata mogućnosti izobrazbe za potrebe poslodavca ili sindikalnog djelovanja.

2. The rights of the trade union commissioner and the trade union representative

Article 56

(1) The trade union commissioner or representative is allowed access to the meetings of the Management Board.

(2) The trade union commissioner or representative shall monitor the execution and implementation of all provisions of this contract.

(3) The employer is obliged to receive and hear the trade union commissioner when he so requests and to provide him with available information important for the economic and social position of the worker.

(4) The trade union commissioner or a representative acting on behalf of the trade union will be allowed to display trade union notices on the employer's bulletin board, through an application or communication platform used by the employer to coordinate business within the company, as well as union characteristics.

Article 57

(1) The trade union commissioner may not be placed at a disadvantage by the trade union commissioner during the performance of his duties and nine months after the termination of the performance of that duty and may not be dismissed without the prior consent of the trade union whose trade union commissioner he is.

(2) Laying down a salary, assignment to jobs with a lower level of education than the personal education of the commissioner, assignment to jobs for which the commissioner does not meet special conditions, referral to another place of work, denial of training opportunities are considered disadvantaged. for the needs of the employer or trade union activities.

<p>3. Zaštita kolektivnih prava radnika</p> <p>Članak 58.</p> <p>(1) Poslodavac se obvezuje da će sindikatu omogućiti djelovanje u funkciji zaštite kolektivnih prava radnika na način:</p> <p>- kod promjena u organizaciji rada, mijenjanja internih akata organizacije koja se tiču radnika, poslodavac će zatražiti mišljenje sindikata i na isto se očitovati, odnosno uključiti sindikat već kod otpočinjanja postupka izrade programa rješavanja viška radnika. Kriterije za utvrđivanje privremenih, odnosno trajnih viškova, zajedno će razmotriti poslodavac i sindikat.</p>	<p>3. Protection of workers' collective rights</p> <p>Article 58</p> <p>(1) The employer undertakes to enable the trade union to act in the function of protecting the collective rights of workers in the following ways:</p> <p>- in case of changes in the organization of work, changes in the internal acts of the organization concerning employees, the employer will request the opinion of the trade union and comment on it, ie involve the trade union already at the beginning of the process of drafting a program for resolving redundancies. The criteria for determining temporary or permanent redundancies will be considered jointly by the employer and the trade union.</p>
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XXIV. PRAVA I OBVEZE UGOVORNIH STRANA I NAČIN RJEŠAVANJA SPOROVA

1. Ponašanje ugovornih strana i socijalni mir

Članak 59.

(1) Ugovorne strane obvezuju se na međusobno poštivanje socijalnog mira uz uvjet da se sve odredbe ovog kolektivnog ugovora poštuju u cijelosti.

(2) Obveza čuvanja socijalnog mira ne odnosi se na pitanja o kojima je pokrenuta inicijativa za otpočinjanje pregovora i za izmjene i dopune kolektivnog ugovora na ovoj ili višim razinama pregovaranja, niti na postupanja strana kolektivnog ugovora u slučaju neuspjelog pokušaja mirnog rješavanja kolektivnog spora iz ovog kolektivnog ugovora, te na poziv sindikalne središnjice ili međunarodne udruge čiji je pojedini sindikat član.

(3) Obveza čuvanja socijalnog mira ne odnosi se na organiziranje štrajka zbog neisplate plaće, odnosno naknade plaće, troškova prijevoza i drugih novčanih prava radnika, ako nisu isplaćeni u roku predviđenom ovim kolektivnim ugovorom.

(4) Obveza suzdržavanja od štrajka ne odnosi se na štrajkove solidarnosti kada će se nastojati poslodavcu prouzročiti što manja šteta.

XXIV. RIGHTS AND OBLIGATIONS OF THE CONTRACTING PARTIES AND METHOD OF SETTLEMENT OF DISPUTES

1. Behavior of the contracting parties and social peace

Article 59

(1) The Contracting Parties undertake to respect each other's social peace, provided that all the provisions of this collective agreement are fully respected.

(2) The obligation to maintain social peace does not apply to issues on which the initiative was initiated to start negotiations and to amend the collective agreement at this or higher levels of negotiations, nor to the actions of the parties to the collective agreement in case of failure to resolve the collective dispute. collective agreement, and at the invitation of the trade union headquarters or an international association of which each union is a member.

(3) The obligation to maintain social peace does not apply to organizing a strike due to non-payment of wages, ie wage compensation, transportation costs and other monetary rights of workers, if they are not paid within the period provided for in this collective agreement.

(4) The obligation to refrain from strikes does not apply to solidarity strikes when efforts are made to cause as little damage as possible to the employer.

<p>2. Zaključivanje, izmjene i dopune ugovora</p> <p>Članak 60.</p> <p>(1) Ugovorne strane mogu u bilo koje vrijeme predložiti izmjene, odnosno dopune ovog ugovora.</p> <p>(2) Ugovorna strana koja želi izmjenu, odnosno dopunu ugovora, predlaže drugoj strani svoj zahtjev u pisanom obliku.</p> <p>(3) Druga strana dužna se o prijedlogu izjasniti u roku od 30 dana od prijema zahtjeva iz prethodnog stavka.</p> <p>(4) U slučaju da se ugovorna strana ne izjasni u roku 30 dana ili ne prihvati prijedlog za izmjenu ili dopunu ugovora, strana predlagateljica pokreće postupak mirenja.</p>	<p>2. Conclusion, amendments to the contract</p> <p>Article 60</p> <p>(1) The Contracting Parties may at any time propose amendments to this Agreement.</p> <p>(2) The contracting party wishing to amend the contract shall propose to the other party its request in writing.</p> <p>(3) The other party shall be obliged to state its opinion on the proposal within 30 days from the receipt of the request referred to in the preceding paragraph.</p> <p>(4) In the event that the contracting party does not declare itself within 30 days or does not accept the proposal to amend the contract, the proposing party shall initiate conciliation proceedings.</p>
<p>3. Komisija za tumačenje ugovora</p> <p>Članak 61.</p> <p>(1) Ugovorne strane imenuju zajedničku komisiju za tumačenje odredbi ovog ugovora i praćenje njegove primjene.</p> <p>(2) U zajedničku komisiju svaka ugovorna strana imenuje dva člana. Ugovorne strane biraju zajedničkog predsjednika komisije između članova komisije na vrijeme od šest mjeseci. Prvog predsjednika bira poslodavac.</p> <p>(3) Sve svoje odluke komisija donosi većinom glasova. Svaki član ima pravo na jedan glas. U slučaju podijeljenog broja glasova, odlučuje glas predsjednika komisije.</p>	<p>3. Contract Interpretation Commission</p> <p>Article 61</p> <p>(1) The Contracting Parties shall appoint a joint commission to interpret the provisions of this Agreement and monitor its implementation.</p> <p>(2) Each Contracting Party shall appoint two members to the Joint Commission. The Contracting Parties shall elect a joint chairman of the commission from among the members of the commission for a term of six months. The first president is elected by the employer.</p> <p>(3) The commission shall make all its decisions by a majority vote. Each member is entitled to one vote. In the event of a split number of votes, the vote of the chairman of the commission shall decide.</p>

<p>4. Otkaz kolektivnog ugovora</p> <p>Članak 62.</p> <p>(1) Svaka ugovorna strana ima pravo otkazati ovaj ugovor.</p> <p>(2) Otkaz se daje u pisanom obliku i mora sadržavati obrazloženje razloga otkazivanja.</p> <p>(3) Otkaz je potrebno drugoj strani najaviti u roku koji ne može biti kraći od 3 mjeseca.</p> <p>(4) Po otkazivanju ugovora svaka strana može tražiti zaključivanje novog ugovora.</p>	<p>4. Termination of the collective agreement</p> <p>Article 62</p> <p>(1) Each contracting party has the right to terminate this contract.</p> <p>(2) The dismissal shall be given in writing and must contain an explanation of the reasons for the cancellation.</p> <p>(3) Cancellation must be announced to the other party within a period that may not be shorter than 3 months.</p> <p>(4) After the termination of the contract, each party may request the conclusion of a new contract.</p>
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<p>XXV. PRIJELAZNE I ZAVRŠNE ODREDBE</p> <p>Članak 63.</p> <p>(1) Ovaj kolektivni ugovor sklapa se na neodređeno vrijeme, osim odredbi u članku 36. i 37., radi kojih će se svake godine u mjesecu studenom otvoriti pregovori za slijedeću godinu.</p> <p>Članak 64.</p> <p>(1) Smatra se da je ovaj ugovor sklopljen kad ga potpišu ovlašteni predstavnici potpisnika, a primjenjuje se od dana sklapanja.</p> <p>(2) Kolektivni ugovor potpisuje se u 4 primjerka od kojih svaka strana zadržava po dva.</p> <p>(3) Kolektivni ugovor će se objaviti na način kako je to utvrđeno Pravilnikom o vođenju evidencije i objavi kolektivnih ugovora.</p> <p>(4) Rok za usklađivanje s ovim kolektivnim ugovorom je 60 dana od dana primjene.</p>	<p>XXV. TRANSITIONAL AND FINAL PROVISIONS</p> <p>Article 63</p> <p>(1) This collective agreement is concluded for an indefinite period of time, except for the provisions in Articles 36 and 37, due to which negotiations for the following year will be opened every November.</p> <p>Article 64</p> <p>(1) This Agreement shall be deemed to have been concluded when it is signed by the authorized representatives of the signatories, and shall apply from the date of conclusion.</p> <p>(2) The collective agreement shall be signed in 4 copies, of which each party shall retain two.</p> <p>(3) The collective agreement shall be published in the manner determined by the Rulebook on keeping records and publishing collective agreements.</p> <p>(4) The deadline for compliance with this collective agreement is 60 days from the date of application.</p>
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U Zagrebu [In Zagreb], _____ 2022.g.

Direktor Gamechuck d.o.o.

[Director of Gamechuck doo]

Aleksandar Gavrilović

Predsjednik Novog sindikata

[President of the New Union]

Mario Iveković
